

AGREEMENT BETWEEN  
WABASH INDEPENDENT NETWORKS

AND

LOCAL UNION 702,  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

January 1, 2022 -December 31, 2024

THIS AGREEMENT made and entered into **this**\_ day of January 2022, by and between WABASH INDEPENDENT NETWORKS, its successors or assigns, party of the first part, who may be referred to as "WIN" or the "Company" and LOCAL UNION 702, of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, party of the second part, who may be referred to as the "Union".

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

## **ARTICLE I**

### **CONTRACT PERIOD**

**Section 1.01** This Agreement when signed by the authorized representatives of WIN and the Union, and approved by the International President of the International Brotherhood of Electrical Workers, shall be effective from January 1, 2022 to and including December 31, 2024 and shall continue in full force and effect thereafter unless amended or terminated by the giving of a written notice from either party to the other no later than sixty (60) days prior to the expiration date of the Agreement but no earlier than November 1, 2024.

**Section 1.02** If either or both parties desire to negotiate amendments to this Agreement, such amendments shall be submitted in writing at least sixty (60) days prior to January 1, 2025. It is agreed that such amendments shall not take effect prior to December 31, 2024, unless otherwise mutually agreed.

## ARTICLE II

### SCOPE OF AGREEMENT

**Section 2.01** WIN hereby recognizes Local Union 702 of The International Brotherhood of Electrical Workers as the exclusive bargaining agent and representative of the bargaining unit of its employees certified by the National Labor Relations Board on July 3, 2019 in Case 14-RC-241962.

**Section 2.02** It is agreed between the parties hereto that all present and new employees, also former employees returning to work, shall be and remain or be required to become and remain, respectively, members of the Local Union as a condition of employment hereunder. The Cooperative shall notify the Business Manager of the Local Union of the date of employment and classification of each new and/or re-employed employee and shall refer them to the representative of the Local Union for instruction and advice concerning the Union shop requirements of this Agreement. All such employees shall arrange with the Local Union for membership thereon on the ninety-first (91<sup>st</sup>) day of employment under this Agreement.

**Section 2.03** The Cooperative reserves the right, at its sole discretion, to discharge an employee within one hundred and twenty (120) working days of the date of initial employment; said one hundred and twenty (120) working day period to be defined as a probationary period without being subject to the procedures outlined in Articles IV and V.

**Section 2.04** There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of his membership in the Union or because of any lawful activities on behalf of the Union.

**Section 2.05** It is agreed that all provisions of this Agreement shall be subject to and in accordance with existing federal or state legislation or valid ruling. Should any of the

provisions be invalid because of existing federal or state legislation or valid ruling, then said provision shall be inoperative and the remaining provisions shall not be affected. Should any of the provisions be declared invalid and later declared valid, then the said provision shall become valid when declared valid.

**Section 2.06** The Company and the Union will continue to support their policies of nondiscrimination against any employee in terms, tenure or conditions of employment because of race, color, sex, age, religion, creed, or a national origin. Masculine pronouns and nouns as used in this agreement shall be construed to mean employees of either sex.

**Section 2.07** After notice to the Company, the representative of the Union shall be allowed access to any jobs at any reasonable time where unit employees are working, provided such representative shall not interfere with nor interrupt the work in progress. If the representative desires to visit any office site at the same time and for the same purposes, they will sign in first.

### ARTICLE III

#### **LENGTH OF SERVICE AND SENIORITY**

**Section 3.01** "Length of service" for each regularly paid employee who has been employed as such for one hundred twenty (120) working days within a period of twelve (12) consecutive months under this Agreement shall begin as of the first day of such employment unless his length of service has been terminated as provided in Section 3.03. Upon completion of the probationary period, the employee's length of service shall date back to the date of employment. If his length of service has been terminated and the employee is re-employed, then the employee's length of service after having been re-employed for a period of one hundred twenty (120) working days within a period of twelve (12) consecutive months, shall begin on the first date of re-employment after his most recent termination of length of service.

**Section 3.02** "Seniority" when used in this Agreement shall be determined on the basis of the Company's assessment of the employee's ability, qualifications, and experience unless the Company determines that an employee's ability, qualifications and experience are superior to another employee(s), then length of service will govern. All decisions concerning such assessments will be reviewable under the provisions of Article IV.

**Section 3.03** When making a reduction in the number of employees due to lack of work and when re-hiring, the following procedure shall govern:

- (a) Employees who have not completed their probationary period with WIN shall be laid off first.
- (b) Thereafter, employees shall be laid off in the inverse order of their seniority (as defined in Section 3.02) in performing the work available at the time of the layoff.
- (c) When recalling employees from layoff or rehiring employees after layoff, WIN shall first recall or rehire employees laid off under subsection (b) above in the order of their seniority (as defined in Section 3.02) in performing the work available at the time of recall.

**Section 3.04** Length of service shall be deemed to have been terminated for the following reasons:

- (a) If the employee resigns.
- (b) If the employee is discharged for cause and not reinstated.
- (c) If an employee has been laid off or performed no work for any reason for more than fifteen (15) continuous months.
- (d) If an employee who has been laid off less than fifteen (15) months fails to return to work within three (3) days after being properly notified to report for work and does not have a satisfactory reason for failing to report. It is the sole responsibility of such employee to keep WIN advised of their proper address.
- (e) If an employee is absent from work for two (2) days or more without authorization and fails to give a reasonable and satisfactory reason for the absence.

**Section 3.05** Promotions by job bidding shall be based on seniority (as defined in Section 3.02).

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

**Section 3.06** When vacancies occur or when new positions *are* created within the jurisdiction of this Agreement, WIN will post a notice on the bulletin boards of each reporting center for a period of five (5) days (Sundays and holidays excluded) announcing the position open. If an employee is on vacation during the posting period, WIN agrees to notify the employee of the posting by email. Employees desiring to be considered shall make written application electronically or handwritten to the Manager. When necessary, temporary assignments will be made for the period the position is considered open. If no applications are received, at the Company's option, the position may remain vacant, or the position may be filled by employment outside the bargaining unit.

**Section 3.07** An employee who has been employed for more than one (1) year, if he can be separated from duty, may be granted an unpaid leave of absence upon approval from WIN and while on such leave, said employee shall not forfeit any length of service he may previously have accrued provided he does not overstay his leave or accept employment elsewhere while on such leave without the approval of the WIN. However, no length of service credit shall be accrued during the period of the leave of absence.

**Section 3.08** An employee who is injured while engaged in the course of and within the scope of his employment by WIN shall continue to accumulate length of service credit for up to three (3) months and upon recovery shall be reinstated to his former position with full length

of service credit providing he makes application to return to work within one (1) day after he is pronounced recovered by his physician and if he is physically qualified to return to work.

**Section 3.09** The Company and Union may, by mutual agreement, suspend or alter the provisions of this Article in case of mutual desire to provide employment for an employee who has been partially disabled while in WIN's employ on or off duty or while on authorized leave serving in the United States military service.

#### **ARTICLE IV**

##### **SETTLEMENT OF DIFFERENCE**

**Section 4.01** In the event any differences shall arise during the term of this Agreement between the Company and any employee or employees hereunder, or between the Company and the Union, then such difference shall be settled in the following manner:

**Step 1.** An employee or employees with or without the Union Steward shall first present the matter in dispute to the appropriate Company supervisor involved. In the event the dispute is not settled in this manner, it shall be reduced to writing and presented to the management representative by the employee or by the Union Steward. This written notice shall contain a statement of the alleged violation and shall be presented within five (5) working days from the date of the situation giving rise to the grievance or the next day if delayed a day by the appropriate Supervisor's answer as referred to above. The Company's answer will be given in writing to the Local Union Steward and the employee involved within five (5) working days after the receipt of the Union's written notice.

**Step 2.** In the event the reply given under Step 1 above is not satisfactory, the matter shall be presented to the appropriate Company representative by a Business Representative of the Local Union within ten (10) working days of the Company's reply. They shall meet within a reasonable period of time in an attempt to resolve the grievance.

The appropriate Company representative shall furnish the Business Manager of the Union an answer in writing within ten (10) working days after such meeting.

All grievances shall be considered cancelled upon expiration of thirty (30) calendar days from the date of the Step 2 written reply of the Company unless the Union notifies the Company of its intention to submit such grievances to arbitration.

**Section 4.02** The parties to the Agreement may mutually agree to extend the time limits set forth in Section 4.01 for specific reasons.

In case the difference is of an emergency nature, the Company and the Union agree to make every attempt to resolve the differences with the speed warranted by the circumstances without reference to the time limits set forth in Section 4.01 above.

**Section 4.03** It is agreed that all terms of this Agreement shall be considered in the handling of any grievance.

**Section 4.04** Any individual employee or group of employees may present grievances to the Company and may have such grievances adjusted with the Company without intervention of the Union as long as such adjustment is not inconsistent with the terms of this Agreement. The Company shall notify the Union about all such presentations, and the Union shall be given a reasonable opportunity to be present at such adjustment.

**Section 4.05** Differences of an emergency nature shall be handled with the speed which the circumstances warrant.

**Section 4.06** The Company agrees, however, that after a grievance has been placed in the hands of a Union representative, and the Union representative has dealt with a Company representative with relation thereto, no Company representative will initiate discussions concerning the matter with the employee or employees involved without first notifying the Union representative originating the negotiations.



## ARTICLE V

### ARBITRATION

**Section 5.01** Within fourteen (14) calendar days after receipt by the Company of timely notice of intent to arbitrate as provided for in Article 4, the parties shall attempt to mutually select an Arbitrator. If no Arbitrator can be agreed upon, the parties shall jointly apply to Federal Mediation and Conciliation Service (FMCS) for the designation of a list of seven (7) Arbitrators. Following receipt of the list, the parties shall alternately strike three (3) names, leaving the final name on the list as the selected Arbitrator. The Union and the Company shall alternate the first strike off.

**Section 5.02** In arriving at a decision, the Arbitrator shall have no power to add to, subtract from, or in any way modify any of the provisions or terms of this Agreement; hear or decide any matter after this Agreement has expired other than matters which arose prior to the time of expiration of this Agreement.

**Section 5.03** The decision of the Arbitrator will be final and binding upon the parties.

**Section 5.04** Each party to the arbitration shall bear its own expenses, except that the fee and expenses of the Arbitrator when selected as provided herein shall be borne equally by the Company and the Union. Should the Arbitrator request that an official transcript of the proceedings be made, the cost of the court reporter and original of the transcript (which shall be provided to the Arbitrator) shall be shared equally by the parties. Either party may order a copy of the transcript at its own cost.

**Section 5.05** During the term of this Agreement, there shall be no lockout by the Employer.

During the term of this Agreement, the Union agrees on behalf of itself and each of its

members that there will be no authorized concerted failure to report to work, cessation or

interruption of work, slowdown, strike, boycott, or any other type of organized interference, coercive or otherwise, with the Company's business.

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

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

It is recognized that the Company has the right to take disciplinary action, including discharge, against employees who engage in any unauthorized stoppage, strike, intentional slowdown, or suspension of work, subject to the Union's right to present a grievance on such discipline in accordance with Article IV and Article V of this Agreement in cases in which an issue of fact exists as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation.

This clause shall not be deemed to apply to any employee who observes a lawful picket line.

## ARTICLE VI

### WAGES

**Section 6.01** Wage rates for employees covered under this Agreement shall remain the same as the rate currently earned by the employee and shall not be reduced during the term of this Agreement.

The following wage schedule will go into effect the first January 1 after ratification.

Employees will receive the applicable yearly increase set forth below at the start of the first full pay period after their anniversary date.

<b>CO Technician</b>	<b>01/01/2022</b>	<b>01/01/2023</b>	<b>01/01/2024</b>
5 <sup>th</sup> Year	29.06	29.71	30.38
4 <sup>th</sup> Year	28.31	28.95	29.60
3 <sup>rd</sup> Year	27.56	28.18	28.81
2 <sup>nd</sup> Year	26.81	27.41	28.03
1 <sup>st</sup> Year	26.06	26.65	27.25

<b>Cable Splicer/Fiber Repair</b>	<b>01/01/2022</b>	<b>01/01/2023</b>	<b>01/01/2024</b>
5 <sup>th</sup> Year	27.62	28.24	28.88
4 <sup>th</sup> Year	26.87	27.47	28.09
3 <sup>rd</sup> Year	26.12	26.71	27.31
2 <sup>nd</sup> Year	25.37	25.94	26.52
JS' Year	24.62	25.17	25.74

<b>I/R Technician</b>	<b>01/01/2022</b>	<b>01/01/2023</b>	<b>01/01/2024</b>
5 <sup>th</sup> Year	26.39	26.98	27.59
4 <sup>th</sup> Year	25.64	26.22	26.81
3 <sup>rd</sup> Year	24.89	25.45	26.02
2 <sup>nd</sup> Year	24.14	24.68	25.24
1 <sup>st</sup> Year	23.39	23.92	24.45

\*\*Lead Headend Technician additional \$0.27/hour

<b>Records &amp; Dispatch</b>	<b>01/01/2022</b>	<b>01/01/2023</b>	<b>01/01/2024</b>
5 <sup>th</sup> Year	24.90	25.46	26.03
4 <sup>th</sup> Year	24.15	24.69	25.25
3 <sup>rd</sup> Year	23.40	23.93	24.46
2 <sup>nd</sup> Year	22.65	23.16	23.68
1 <sup>st</sup> Year	21.90	22.39	22.90

<b>Construction-Communication</b>	<b>01/01/2022</b>	<b>01/01/2023</b>	<b>01/01/2024</b>
5 <sup>th</sup> Year	24.39	24.94	25.50
4 <sup>th</sup> Year	23.64	24.17	24.72
3 <sup>rd</sup> Year	22.89	23.41	23.93
2 <sup>nd</sup> Year	22.14	22.64	23.15
1 <sup>st</sup> Year	21.39	21.87	22.36

<b>Internet Technician</b>	<b>01/01/2022</b>	<b>01/01/2023</b>	<b>01/01/2024</b>
5 <sup>th</sup> Year	25.41	25.98	26.57
4 <sup>th</sup> Year	24.66	25.21	25.78
3 <sup>rd</sup> Year	23.91	24.45	25.00
2 <sup>nd</sup> Year	23.16	23.68	24.21
1 <sup>st</sup> Year	22.41	22.91	23.43

All employees not covered by the wage scale above will receive a 2.25% hourly wage increase on January 1, 2022, on January 1, 2023 and again on January 1, 2024.

## **ARTICLE VII**

### **GENERAL RULES AND WORKING CONDITIONS**

**Section 7.01** The normal workweek for employees shall consist of forty (40) hours of five (5) consecutive days Monday through Friday or Tuesday through Saturday. The nonnal workday shall consist of eight (8) hours with up to one unpaid hour for lunch. However, this provision shall not be construed as a guarantee. The regular eight (8) hour shifts will be scheduled by the Company to start no earlier than 6:00 a.m. and no later than 10:00 a.m. each day. At any time during the tenn of this Agreement, the Company may elect to transition all or part of the workforce to a four (4) ten (10) hour day schedule. The parties recognize that the availability of hours of work can be affected by weather conditions or the volume of work available to be performed, and the Company reserves the right, in its sole discretion to cancel hours or days of work or to assign affected employees any other tasks whatsoever due to inclement weather or lack of work.

Each employee shall report at the beginning and end of each workday to his designated reporting center. It is understood that the Cooperative reserves the right to change the designated reporting center of any employee subject to the provisions of Article III of this Agreement.

**Section 7.02** All employees covered by this Agreement shall receive full-time employment, provided they are ready and in condition to perform their work. Employees laid off because a job is completed or shut down for reasons beyond the Cooperative's control shall be paid in full to and on the date of layoff. Employees shall not be laid off or transferred while other employees performing the same type work are required to work beyond the normal tour of duty unless done so by mutual agreement, emergency overtime excepted.

**Section 7.03** The Employer may, at its option, assign employees to be in "On Call" status. For the "On Call" period, the employee will have the option of taking the Company vehicle home during the "On Call" time frame. The vehicle will be used for Company business only. There will be no tax liability to the employee.

**Section 7.04** Compensation for "On Call" period will be equal to one (1) normal base hourly pay for each day during that period excluding Sundays and Holidays. Sundays and Holidays will be compensated at three (3) hours normal base pay each. Time for actual call out will be compensated for at the applicable hourly rate covered under the contract. If employees have to leave their home to go to a customer, they will receive not less than two (2) hours' pay. If they resolve the issue remotely, they will get a half-hour minimum for the work that day.

**Section 7.05** Each employee shall report at the beginning and end of each workday to his designated reporting center. Employees working out of the regular reporting location at various points shall be transported to and from work on Company time, in a Company vehicle.

**Section 7.06** If it becomes necessary for an employee to be away overnight, the Company will pay for lodging and the employee will receive meal per-diem of twenty-five dollars (\$25) per meal. The employee will be paid while traveling.

**Section 7.07** When employees are required to work after 6:00 p.m., they shall be allowed a paid thirty (30) minutes to eat a meal and additional paid meals may be eaten every five (5) hours thereafter.

**Section 7.08** The following will be recognized as Holidays: New Year's Day, Employee's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve, or the days celebrated therefor. Employees shall be given seventy-two (72) hours' notice when required to work on the above Holidays except in emergencies, and shall receive eight (8) hours pay for each holiday or the day celebrated therefor. Sunday holidays shall be celebrated on the following Monday, except Christmas Eve and New Year's Eve.

Each employee shall receive an additional day off each year to be designated as a "floating holiday." The employee shall notify the Company at least twenty-four (24) hours in advance of the day on which they desire to observe their "floating holiday." "Floating holidays" shall be arranged at a time agreeable to the employees and management, taking into full consideration work force requirements and work conditions. If two (2) employees designated the same days as their floating holiday, it shall be awarded to the employee with the most seniority. This time may be used in one-hour increments.

**Section 7.09** The employee's own birthday holiday as set forth in Section 7.08 shall be observed on the calendar date on which the birthday falls, or any day the employee so designates within the calendar week.

**Section 7.10** For employees working an eight (8) hour day schedule, all time worked in excess of eight (8) hours in a day, and in excess of forty (40) hours in a workweek 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. Employees' names and overtime shall be posted monthly on bulletin boards at their reporting center.

**Section 7.11** 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' time at that rate. When employees are called for work on a Holiday, they shall receive time and one-half for the time actually worked in addition to the regular holiday pay due the employee under Section 7.08.

**Section 7.12** Employees will be paid every other Tuesday for work performed through the preceding Saturday.

**Section 7.13** If an employee is required to serve on jury duty, WIN will pay such employee the difference between the amount actually received for jury duty and the employee's regular wages for a period of five (5) days after which time the employee shall be entitled to whatever stipend is paid by the court or county.

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

**Section 7.15** WIN employees employed on the date of ratification shall be eligible to participate in the medical insurance plan provided to unrepresented employees of WIN under the



same terms and conditions applicable to those employees. WIN reserves the right, in its sole discretion, to change terms and conditions of the plan itself.

**Section 7.16** WIN employees employed on the date of ratification shall be eligible to participate in any retirement plan provided to unrepresented employees of WIN under the same terms and conditions applicable to those employees. WIN reserves the right, in its sole discretion, to change terms and conditions of the plan itself. Effective upon ratification, new employees will receive a two percent (2%) match for each one percent (1%) contributed to the 401(k) Plan up to the employee's five percent (5%) contribution in lieu of participation in the NTCA R&S Pension.

**Section 7.17** WfN management personnel may perform work of employees included within the bargaining unit whenever WIN in its sole discretion, deems such work to be necessary to facilitate the efficient operation of the business. No employee will be sent home or denied overtime based on management personnel working.

**Section 7.18** Employees who desire to wear uniforms provided by the Company shall pay half of the cost of such uniforms.

**Section 7.19** If based on the employee's work schedule they do not have at least two (2) hours to vote between the opening and closing of the polls, employees covered by this Agreement shall be entitled 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. The time each employee will take off for this purpose will be designated by the Manager of the Company.

**Section 7.20** It is understood that to perform their job functions, all employees must have a valid driver's license; and in the case of employees who drive vehicles with a gross

vehicle weight of over 26,000 pounds, a valid Illinois commercial driver's license. Proof will be supplied to management during the months of January and July.

**Section 7.21** The Company and Union will jointly administer a safety program for the benefit of the employees and the Company.

**Section 7.22** The Company shall furnish employees with all the proper tools and safety appliances necessary to properly perform their work assignments or for the protection of life and property in the performance of their duties, and employees shall at all times use every effort for the preservation of such tools and safety appliances and shall use them at all times when necessary. **All** trucks shall be provided fire extinguishers and first aid kits which shall be kept in condition to be used whenever needed.

**Section 7.23** In order to be hired into and/or transferred to the Construction Crew, the employee must already hold a valid Illinois CDL license prior to working Construction.

## **ARTICLE VIII**

### **VACATIONS**

**Section 8.01** All employees who have completed one (1) year length of service with the Cooperative will be entitled to one (1) week of vacation with pay. All employees who have completed two (2) years, but less than seven (7) years, of service with the Cooperative will be entitled to two (2) weeks of vacation with pay. All employees who have completed seven (7) years of service with the Cooperative will be entitled to three (3) weeks of vacation with pay. All employees who have completed eight (8) years of service with the Cooperative shall receive one (1) additional day of vacation for each year over eight (8) years until and including the seventeenth (17<sup>th</sup>) year (total maximum of twenty-five (25) working days.)

Vacation time cannot be accumulated from year to year but must be taken in each vacation year. If, however, it becomes impossible to grant all of an employee's vacation during

the vacation year, the Cooperative may, with the agreement of the employee, schedule the remaining vacation at a mutually agreeable time during the first two (2) months of the following vacation year. Pay in lieu of vacation shall not be allowed. Employees receiving more than two (2) weeks of vacation time shall not schedule more than two (2) weeks of such vacation during the months of June, July, August, and September.

**Section 8.02** If an employee retires, resigns, or is terminated, he will be paid for such vacation as he has earned as of his anniversary date, and not received.

**Section 8.03** Vacation schedules will be posted not later than December 1 of each calendar year and completed as soon thereafter as practical. Employees entitled to receive three (3) weeks of vacation during the next calendar year in order of their length of service will have a one (1) week period to designate their full week vacation requests. Employees entitled to receive two (2) weeks of vacation during the next calendar year in order of their length of service will then have a week period for the same purpose. This process will continue in order of their length of service until all employees have an opportunity to designate their full weeks' vacation requests.

The Company will then post on bulletin boards, a schedule of vacation periods. If an employee does not elect to schedule vacation during this process, the employee must get written approval from their supervisor prior to taking vacation. Once approved, the vacation will remain scheduled regardless of length of service unless mutually agreed by the employee and supervisor to change.

The vacation year shall be from January 1 to December 31, inclusive, and vacation scheduling shall be subject to service requirements within that period. Only one (1) employee in each work group will be allowed to schedule vacation at any one time.

**Section 8.04** When a holiday listed in Section 7.08 falls during an employee's vacation, the vacation period shall be extended one additional day.

**Section 8.05** Employees eligible for one (1) week of vacation may take one (1) week of their vacation one (1) full-day or one (1) half-day Monday through Friday (either four (4) hours in the morning or four (4) hours in the afternoon) at a time. Employees eligible for more than one (1) week of vacation may take up to ten (10) days of their vacation one (1) full-day or one (1) half-day Monday through Friday (either four (4) hours in the morning or four (4) hours in the afternoon) at a time. Such vacation days shall be arranged at any time agreeable to the employee and the management, taking into full consideration force requirements and work conditions. In the event more employees request to be off a particular day than work force requirements or work conditions will allow, length of service will prevail.

The employee shall notify the Company at least twenty-four (24) hours in advance of the day on which they desire to take a single vacation day. Employees who want to use their vacation on a day-at-a-time or one-half (1/2) day-at-a-time basis must get approval from their supervisor.

**Section 8.06** Vacations will be taken in multiples of five (5) consecutive workdays beginning with Monday and ending with Friday except as provided in Sections 8.04 and 8.05. Employees will not be called back from vacation unless an emergency exists. If the Company calls an employee back from vacation, the employee shall be granted time off equal to the time worked at a later mutually agreeable time.

## **ARTICLE IX**

### **SICK LEAVE**

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

Full-time employees who have been in the employ of the Company for a period of two (2) years or more shall be entitled to sick leave with normal pay up to a total of ten (10) working days in one anniversary year.

Full-time employees who have been in the employ of the Company for a period of three (3) years or more shall be entitled to sick leave with normal pay up to a total of twenty (20) working days in one anniversary year.

Nothing herein contained shall be construed to allow any employee more than eighty (80) days of sick leave which may be used in any year, said year to be a twelve (12) month period commencing with the employee's anniversary date. All claims for sick leave shall, if requested by WIN, be supported by a certificate of the employee's attending physician that the employee was physically unable to properly attend his duties. WIN reserves the right to have any such employee examined by a physician of its choice and at its expense.

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

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

**Section 9.03** Employees will be allowed to use accumulated time granted under Section 9.01 for doctor or dental appointments for the employee. The employee will be allowed to use their allotted sick leave for doctor/dental and illness for employee's spouse, children, father and/or mother with approval of their supervisor. This time may be used in one-half (1/2) hour increments. If all available sick days have been exhausted, the employee will have the ability to use vacation time, with management approval.

**Section 9.04** As stated elsewhere in this Article, all sick, funeral and doctor or dental appointment leave shall be charged against the employee's accumulated bank. It is agreed on any employee's anniversary date where their total remaining bank plus the sick leave they are entitled to for the next anniversary year under the provisions of Section 9.01 above is in excess 640 hours, they are eligible to receive a one-time yearly bonus at or near their anniversary date, of up to 56 hours of their leave at their then existing hourly rate based on the amount of hours in excess of 640 hours, which bonus will be deducted from their sick leave bank. Employees who have more than 640 hours in their bank may not be able to use all of their sick hours during the next anniversary year and they may lose some.

**Section 9.05** Reasonable time off will be allowed with pay when death occurs in the employee's immediate family up to and including the day of the funeral. For the purpose of this contract, the words "immediate family" shall mean the employee's father, mother, father-in-law, mother-in-law, sister-in-law, brother-in-law, brother, sister, wife, children, grandchildren, grandmother, grandfather, son-in-law, daughter-in-law or relatives living in the employee's household. It is agreed the term "reasonable" will mean from one (1) to three (3) days, depending on the circumstances. The employee must report such death and make his request for leave to the Manager prior to taking the time off allowed under this Section. WIN retains the

right to require proof of death and relationship. Time received under this Section shall be deducted from the accumulated time granted under Section 9.01.

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

## **ARTICLE X**

### **CONTRACT WORK**

**Section 10.01** WIN may contract work out at their sole discretion as long as such contracting out does not result in either layoff or part-timing of employees.

## **ARTICLE XI**

### **MANAGEMENT RIGHTS**

**Section 11.01** The parties agree that the efficiency of any Company requires clear management authority and freedom to make decisions and to operate its business in an efficient manner. It is further understood and agreed that this Agreement constitutes the whole agreement of the parties concerning wages, hours, and working conditions and that all decisions on matters not expressly provided for in this Agreement are reserved exclusively to the Employer. For example, the Employer retains and it is recognized that the management of its facilities, the control of the Employer's jobsites, and the maintenance of order during all of its operations are solely the responsibility of the management and it is hereby agreed that nothing in this Article shall limit the Employer in the exercise of its functions of management, such as rights and responsibilities include, but are not limited to, the right to decide or determine: the merger, sale, or termination of all or any part of its business; the closing down of any facility or operation, or any part thereof; whether to change or modify any job, alter, rearrange, combine, transfer, assign any job, department, operation, or service; the services to be rendered its employees; the work to

be contracted or subcontracted subject to the provisions in Article X; the required machinery and equipment to be utilized; the schedules of work subject to the provisions of Section 7.01; the amount of supervision necessary; and whether and to what extent the work required in its business shall be performed by employees covered by this Agreement. It is further recognized that it is the sole responsibility of the management of the Employer for the selection, direction, size and make-up of the work force, including, but not limited to, the right to hire, discharge for just cause, lay off for lack of work, assign, reassign or transfer; to discipline for just cause, including, but not limited to, the right to suspend; to relieve employees from duties and assignments because of the lack of work subject to the provisions of Article IV; to combine and eliminate jobs; to determine the number of employees within a given classification; and the pay period; to set shift schedules and hours of work subject to the provisions of Section 7.01; to require work in excess of an employee's regular schedule as needed for efficient work in the sole discretion of the Employer; to set the standards or quantity and quality of work; to determine, and from time to time re-determine, the number of employees to be employed; to utilize personnel from outside the bargaining unit, including, but not limited to, the use of contract or temporary help subject to the provisions of Article X; to establish jobs or readjust or eliminate existing job requirements and job content and the standards of service, production, and inspection; to adopt, change, or rescind policies, rules, and regulations for service, processing, maintenance, inspection, efficiency, cleanliness, safety, and other working conditions consistent with the provisions of Section 11.02. It is agreed that management maintains and retains all of its managerial rights and that these rights are all vested solely and exclusively in the Employer unless specifically contracted away by this Agreement and further that the enumeration of management's rights above shall not be deemed to exclude any other management rights.

**Section 11.02.** From time to time the Employer may formulate additional policies,



rules, and regulations to govern the working conditions and conduct of all employees. The Employer will provide the Union with advance notification of additional policies, rules, and regulations which are implemented. The Union has the right to grieve the reasonableness of any policy, rule, or regulation as that policy, rule, or regulation is applied to an individual employee or group of employees.

## **ARTICLE XII**

### **MISCELLANEOUS**

**Section 12.01** The Union agrees for its members individually and collectively that they will perform loyal and efficient work and service and that they will use their influence and best efforts to protect the property and interests of WIN, its good name and its service to the public. Along these lines and in recognition of its impact on their job security, the Union will encourage all employees, along with members of their immediate family living in the same household, to utilize the goods and services sold by the Company instead of those provided by competitors.

**Section 12.02** WIN and the Union agree that employees covered under this Agreement are not authorized to engage in gainful employment supplementary to the Company employment, which is the same or similar to the phone, internet and television work that the employees are employed by the Company to perform which is competitive with WIN or any subsidiary in any nature.

Gainful employment under this Article includes personal work effort, direction or training of other persons or consultative advice for any form of remuneration for services rendered.

## **ARTICLE XIII**

### **DUES DEDUCTION**

**Section 13.01** The Employer agrees to deduct and forward to the financial secretary of

the Local Union, upon receipt of a voluntary authorization, the additional working dues from the pay of each Union member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

**Section 13.02** The Employer agrees to deduct and forward to the financial secretary of the Local Union, upon receipt of a voluntary authorization, amounts the employee wishes contributed to COPE.

**WABASH INDEPENDENT NETWORKS**

DATE: April 14, 2022 BY: David R. Seaton  
President

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

DATE: 4/27/2022 BY: Steve Hyska  
Business Manager

