

AGREEMENT

between

COMMUNICATIONS WORKERS

OF AMERICA

LOCAL 3207

and

PALMETTO RURAL TELEPHONE

COOPERATIVE, INC.

Effective September 11, 2022

## TABLE OF CONTENTS

AGREEMENT .....	1
MEMORANDUM OF AGREEMENT - Quality Through Involvement.....	2
ARTICLE 1-RECOGNITION .....	3
ARTICLE 2 - PURPOSE OF AGREEMENT .....	4
ARTICLE 3 - FEDERAL AND STATE LAWS.....	6
ARTICLE 4 -PLEDGE OF NO DISCRIMINATION.....	7
ARTICLE 5 - SENIORITY .....	8
ARTICLE 6 - HOLIDAYS .....	13
ARTICLE 7 -VACATIONS .....	16
ARTICLE 8 - REDUCTION IN FORCE OR LAYOFFS.....	20
ARTICLE 9 - DISCHARGE AND DISCIPLINARY ACTION.....	23
ARTICLE 10 - GRIEVANCE PROCEDURE .....	26
ARTICLE 11 - ARBITRATION .....	30
ARTICLE 12 - EXCUSED ABSENCES PAID .....	33
ARTICLE 13 - LEAVE OF ABSENCE.....	36
ARTICLE 14 - SICK LEAVE .....	41
ARTICLE 15 - NO LOCKOUT AND NO STRIKE.....	49
ARTICLE 16 - WAGES .....	50
ARTICLE 17 - HOURS OF WORK AND BASIS OF COMPENSATION.....	54
ARTICLE 18 - PROMOTIONS AND WAGE TREATMENT .....	59
ARTICLE 19 - SCHEDULE OF TOURS .....	61
ARTICLE 20 - JOB DESCRIPTIONS.....	63
ARTICLE 21 - SAFETY .....	64
ARTICLE 22 - NON-PERFORMANCE OF CRAFT WORK .....	66

ARTICLE 23 - CONTRACT WORK LIMITATIONS.....	67
ARTICLE 24 - TRAVEL EXPENSES.....	68
ARTICLE 25 - UNIFORMS AND TOOLS.....	70
ARTICLE 26 - BARGAINING.....	71
ARTICLE 27 - INCLEMENT WEATHER.....	72
ARTICLE 28 - GROUP INSURANCE PLANS.....	73
ARTICLE 29 - RETIREMENT PLAN.....	76
ARTICLE 30 - MANAGEMENT RIGHTS.....	82
ARTICLE 31 - CHECKOFF.....	84
ARTICLE 32 - AMENDMENTS.....	86
ARTICLE 33 - PRINTING AND DISTRIBUTION OF CONTRACT.....	87
ARTICLE 34 - DURATION.....	88
DEFINITIONS.....	89
APPENDIX A - WAGE SCHEDULES.....	91
APPENDIX B - MEMORANDUM OF UNDERSTANDING.....	98
APPENDIX C - MEMORANDUM OF UNDERSTANDING.....	99
APPENDIX D - MEMORANDUM OF UNDERSTANDING.....	100

## AGREEMENT

THIS AGREEMENT, made and entered into as of the 11th day of September, 2022, by and between Palmetto Rural Telephone Cooperative, Inc., hereinafter referred to as the Cooperative, and the Communications Workers of America, hereinafter referred to as the Union.

### WITNESSETH:

That in consideration of mutual promises herein made by the parties hereto, to be kept and performed, it is stipulated and agreed as follows:

## MEMORANDUM OF AGREEMENT

### Quality Through Involvement

This Memorandum of Agreement establishes a joint Labor-Management Steering Committee to coordinate the Quality Through Involvement Process.

Communications Workers of American and Palmetto Rural Telephone Cooperative, Inc. are totally committed to improving efficiency, service to customers and the quality of time spent on the job for all employees. This would cover items such as problem solving through team efforts.

This Memorandum shall remain in effect for the life of the contract. Either party may cancel this process with thirty (30) days written notice.

## ARTICLE 1

### RECOGNITION

Section 1. The Cooperative recognizes the Union to be the exclusive bargaining agent for collective bargaining on wages, salaries, hours and other conditions of employment of all of the employees of the Cooperative, including combination men, switch men, construction crew members, general office clerks and cashiers; but excluding professional employees, guards, managerial employees, outside plant superintendents, central office foreman, construction crew foreman, assistant general manager, general manager, and all other supervisors as defined in the Taft-Hartley Act. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders and not as a sex limitation.

## ARTICLE 2

### PURPOSE OF AGREEMENT

Section 1. The parties hereto, together with their officers and agents, hereby agree to act and conduct themselves in good faith.

Section 2. It being in the mutual interest of the parties and public hereto to provide to the fullest extent possible for economy and efficiency in operation, and for the safety and protection of employees and of property, the Cooperative and the Union agree to cooperate fully, individually and collectively at all levels in order to attain the most satisfactory results from the provisions of this Agreement.

Section 3. Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measure they have agreed upon to insure adherence to this purpose.

Section 4. In furtherance of the spirit of this provision, the Cooperative will introduce new hires to the certified Union representative in his work group.

## ARTICLE 3

### FEDERAL AND STATE LAWS

In the event any Federal or State law conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

## ARTICLE 4

### PLEDGE OF NO DISCRIMINATION

Section 1. No employee shall at any time be discriminated against on the basis of Union membership or nonmembership, race, sex, religion, color, or national origin, or on the basis of age for employees forty and older or because such employee is a qualified individual with a disability or is a qualified disabled veteran. Wherever in this Agreement a word denoting masculine gender appears, it shall be interpreted to refer to both male and female employees.

Section 2. Except as expressly provided in this Agreement Union activity and Union business shall not interfere with the Cooperative's operations.

Section 3. The Cooperative and the Union recognize that it is in the best interest of both parties, the employees and the public that all dealings between them be characterized by mutual responsibility and respect without regard to personalities.

## ARTICLE 5

### SENIORITY

Section 1. All new employees coming under the jurisdiction of this Agreement shall be considered probationary employees for the first four calendar months of their employment. Except as expressly provided elsewhere in this Agreement probationary employees shall not be considered to be covered by the Agreement.

Section 2. Seniority shall date from the first day of an employee's last period of continuous full time employment in any department or departments of the Cooperative. The date from which seniority is calculated shall be adjusted to reflect any leaves of absence as provided in this Agreement.

Section 3. There shall exist three departments or work groups: general office, inside plant, and outside plant. In the event of a reduction in force employees will be laid-off in reverse order of seniority and shall be recalled in the order of seniority, provided that the

employees who are retained or recalled can perform the available work as proficiently as could the laid-off employee or employees.

#### Section 4.

##### A. Job Posting, Bidding and Selections

The Cooperative shall post on the intranet a list of the non-entrance job titles in use in the Cooperative. This list shall specify the number of employees in each title and the specific requirements for the job.

When non-entrance jobs other than those already posted are to be filled, the Cooperative shall post to the intranet a notice listing the job title, number of vacancies and requirements of the job. This list shall be posted 10 working days prior to the filling of the vacancy.

##### B. Bidding

Employees of the Cooperative may submit requests for any open position posted in accordance with Paragraph A to the General Manager. These requests may come by email or hard copy and should include his present job title, position sought, seniority date, and a

summary of qualifications. Failure to accept a job requested will disqualify the employee from being considered for the same job for a period of 6 months.

If necessary qualifications of two or more employees are substantially equal, seniority shall govern the assignment by the Cooperative. For purposes of this Article, necessary qualifications mean, in addition to the skill and aptitude to perform the work, attainment of required certifications, satisfactory performance in the employee's current job, attendance and punctuality, and no active discipline in their file. For purposes of this section, active discipline means any written warning, written reprimand, or suspension issued within the 12 months preceding the employee's application for the position.

Section 5. If the Cooperative determines that no bidding employee is qualified to fill the vacancy, it shall fill the vacancy from some other source, who meets the necessary qualifications.

Section 6. An employee who is terminated shall lose all of his accrued and accumulated seniority.

Section 7. The Cooperative will post on the intranet a seniority roster and will keep this roster up-to-date, as personnel changes occur.

Section 8. Continuous employment shall be broken upon (1) discharge for cause; (2) resignation from Cooperative service; (3) layoff in excess of the leave granted under Sections 2, 3, 4, and 5, of Article 13.

Section 9. The application of the principle of seniority to assignment of work schedules and vacations shall be on the basis of the work group, except in the case of promotion where its application shall be companywide.

Section 10. The following jobs listed in "Appendix A", attached hereto, shall be considered as entrance jobs and not subject to job posting and bidding:

Customer Service Representative I  
Construction Maintenance  
Installer - Repairman Technician  
Cable Maintenance Technician  
Mechanic – Warehouse Attendant

GIS Technician  
Cable Locater Technician

## ARTICLE 6

### HOLIDAYS

Section 1. New Year's Day (January 1), Martin Luther King Day (Third Monday in January), Good Friday, Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (Federal observance), Thanksgiving Day (fourth Thursday in November), Day after Thanksgiving, Christmas Eve (December 24), Christmas Day (December 25), and one optional holiday shall be recognized holidays.

Section 2. When a recognized holiday falls on a Saturday it shall be celebrated on the preceding Friday for all purposes under this Agreement. When a recognized holiday falls on a Sunday it shall be celebrated on the succeeding Monday for all purposes under this Agreement.

Section 3. The Cooperative may ask for volunteers to swap the holiday to any working day in the same pay period. Employees who

agree to swap will celebrate the holiday (take the day off) on the day that they selected for the swap, receiving holiday pay on that day, and will work the original holiday without receiving additional pay for working on a holiday as provided in Section 9. When there are more employees desiring to swap than necessary, the swaps will be granted in seniority order.

Section 4. An employee will be disqualified from receiving holiday pay if he is absent on his last scheduled working day preceding such holiday or upon his first scheduled working day succeeding such holiday, unless the Cooperative excuses his absence.

Section 5. An employee who is scheduled to work on a given holiday, but who fails to report for work, shall receive neither regular pay nor holiday pay for such day, unless the Cooperative excuses such absence.

Section 6. Employees who work on a holiday shall be entitled to be scheduled to work the same number of days that week, in addition to the holiday, as are scheduled for employees within their work

groups who are excused from work on the holidays, provided such employees can be assigned to productive work.

Section 7. Insofar as service requirements permit, holiday assignments shall be rotated by management among employees within a particular work group.

Section 8. Employees will be paid a day's regular pay for an authorized holiday except those referred to in Sections four (4) and five (5) of this Article. In addition, such eight (8) hours shall be considered as time worked in the computation of weekly overtime.

Section 9. Employees working on a holiday shall be paid at the holiday rate of one and one-half (1-1/2) times the regular rate.

Section 10. The optional holiday shall be selected in seniority order after all vacation assignments have been made, except for any carryover vacation. In addition, the optional holiday may be used in one-hour increments.

## ARTICLE 7

### VACATIONS

#### Section 1. Eligibility.

Employees shall be granted a vacation with pay during each calendar year as follows:

- (a) Ten (10) days after completion of four (4) months of net credited service;
- (b) Twelve (12) days after completion of two (2) years or more of net credited service within the calendar year, within which the vacation is granted
- (c) Fifteen (15) days after completion of five (5) or more years of net credited service within the calendar year, within which the vacation is granted;
- (d) Eighteen (18) days after completion of ten (10) or more years of net credited service within the calendar year in which the vacation is granted;
- (e) Twenty (20) days after completion of fifteen (15) or more years of net credited service within the calendar year in which the vacation is granted;

- (f) Twenty-five (25) days after completion of twenty (20) or more years of net credited service within the calendar year in which the vacation is granted.

## Section 2. Holidays During Vacation.

Whenever authorized holidays fall within a vacation period selected an employee will be allowed an additional day's pay or an additional day's vacation at a mutually agreeable time for both employee and Cooperative.

## Section 3. Vacation Assignments.

- (a) All vacations will be granted by work groups and, so far as possible, in accordance with the desires of the employees in the order of their seniority, but the Cooperative may allocate vacations to insure orderly operations, to maintain adequate and continuous service to the public.
- (b) Employees may elect to choose vacation in segments. A segment of vacation is a continuous period of vacation (in full week increments beginning with Sunday of the first week and ending with Saturday of the last week) with no work time between the beginning and end of such vacation period. Employees electing to select their vacation in more than one segment shall be allowed to select only one segment until all other

employees in the group have selected one segment.  
The second round will be handled like the first round.

On the third round of selections, each employee shall select all remaining segments in seniority order, except carryover vacation.

- (c) Any carryover vacation from the previous year shall be selected after all other vacation and the optional holiday have been selected.
- (d) If an employee is ill on the first day of any scheduled week of his vacation to the extent that he would be unable to take his vacation or return to work, such vacation shall be rescheduled upon his request provided the illness is proven to the satisfaction of the Cooperative. Such proof may include adequate medical evidence. The vacation schedule shall be posted by November 1 and all vacations shall be selected by January 1.
- (e) Employees may submit a request to change vacation by making a written request to their immediate supervisor. Subject to the provisions of section 3(a) of this Article, if the time becomes available, the earliest request on file will be granted the available time without regard to seniority.

#### Section 4. Vacation Pay.

Vacation pay for full-time employees will be computed on the basis of five (5) normal tours a week. The hourly used rates will be the current rate of his job title.

Vacation pay for part-time employees will be determined on a pro rata basis, based on the average number of days worked weekly during the last six (6) pay periods, excluding any premium pay.

#### Section 5. Split and Carryover Vacations.

- (a) Employees entitled to two or more weeks may split their vacations, but not less than one (1) week shall be taken at any time, except by mutual consent of Cooperative and the employee.
- (b) Employees will be allowed to carryover up to five (5) days of unused vacation to the following year.

#### Section 6. Pay at Termination.

Accrued but unused vacation will be paid for in cash at termination provided that the employee gives and properly works a one week notice of resignation or is discharged for other than disciplinary reasons.

## ARTICLE 8

### REDUCTION IN FORCE OR LAYOFFS

Section 1. Whenever the Cooperative considers it essential and necessary to part-time or layoff regular employees in any work group, due to a fall-off in work, such force adjustments as it may consider necessary shall be made effective among employees through part-timing or layoffs, or both subject to the following conditions:

- (a) Temporary and occasional employees shall be laid off first.
- (b) If further layoffs are necessary they shall be in the inverse order of seniority among employees performing essentially the same type of work in the particular department of the Company.

Section 2. An employee who would otherwise be laid off shall have the right to claim a lateral or lesser job of a junior employee with the least seniority in any job classification previously held or in a job the employee is satisfactorily qualified to perform in management's discretion.

Section 3. Any employee who is laid off for lack of work shall be given the opportunity to return to the Company's employment, if work he is qualified to perform becomes available, for the period of one (1) year from date of layoff, subject to the following conditions:

- (a) The employee shall, in writing, notify his or her supervisor of his post office address and any changes thereof.
- (b) If an opportunity for employment arises, the Cooperative shall notify the employee by mail, at the address given.
- (c) The employee shall reply in writing within ten (10) calendar days from the date of notice of recall, accepting employment, and agreeing to report within twenty-one (21) days from date of notice.
- (d) Failure of the employee to reply, accepting employment within ten (10) calendar days, and to report for work within twenty-one (21) days from date of notice, shall cancel his rights under this provision.
- (e) If several employees are laid off at the same time, such employees will be offered re-employment under the above conditions in the order of their seniority rating at the time of the layoff.

- (f) Any employee who is laid off for lack of work who returns to work within one (1) year from date of layoff, shall, upon his or her return to work, retain his or her seniority accumulated up to the date of the layoff.
- (g) No new employee shall be employed in, nor shall any transfer or promotion be made to fill, a vacancy which would otherwise afford the right to recall, until such laid off or reduced time employees have been given the opportunity to return, as above provided, assuming they have competency and fitness to perform the job.

Section 4. In the case of layoffs, the Cooperative will give the employee(s) to be affected not less than two work weeks notice in advance of the layoff. The affected employees will not be required to work the second week and will receive pay in lieu of work for that week.

## ARTICLE 9

### DISCHARGE AND DISCIPLINARY ACTION

Section 1. Employees may receive verbal warnings which are not disciplinary, but which must be acknowledged by signature in writing by the employee. This acknowledgement shall be interpreted to mean only that the employee is aware of the action taken and not that he agrees that the action is called for. Further violations may result in discipline.

Section 2. Employees may be reprimanded, suspended, demoted, discharge or otherwise disciplined for just cause and be given a written statement setting forth a general outline for such action. If the employee requests such, the Cooperative agrees to have a Union steward present at any meeting with an employee, where written disciplinary action is to be announced.

Section 3. Employees are required to acknowledge by signature the issuance of disciplinary notices. This acknowledgement

shall be interpreted to mean only that the employee is aware of the action taken and not that he agrees that the action is called for.

Section 4. An employee may be terminated and his rights under this Agreement forfeited for the following reasons:

- (a) Discharge for just cause, quit, resignation, or retirement.
- (b) Absence for three consecutive working days without just cause and without either notifying the manager or causing such notice to be given.
- (c) Failure to return from lay-off within twenty-one days of notice of recall.
- (d) A time lapse of more than twenty-four consecutive months since the employee's last day worked for the Cooperative.
- (e) Failure to return to work upon expiration of a permitted leave of absence.

Section 5. It is mutually understood that all new employees are on probationary employment for four (4) months from the date of employment and a charge that an employee was discharged without proper cause will be subject to the full grievance procedure but shall not

be subject to arbitration. In all other matters, other than employment, these employees shall be entitled to the benefits provided by this Agreement.

Section 6. Any employee who is promoted and is subsequently demoted after the 4-month probationary period for just cause shall be placed on his previous job and wage progression schedule with no loss of seniority rights, progression, or any other matters that his/her seniority would have entitled him/her to.

Section 7. Upon request all personnel records kept by the Cooperative on an employee which may affect his conditions of employment, shall be made available by the Cooperative to the employee, within a reasonable length of time for his inspection. Upon written consent of the employees, such records shall also be made available to the Union where the Union requests same for the purpose of handling or the investigation of a grievance.

## ARTICLE 10

### GRIEVANCE PROCEDURE

Section 1. The Union will appoint all job stewards. The Cooperative will recognize such person or persons as representatives of the Union provided that the Union shall certify in writing notice of the appointment of such stewards.

Section 2. For the purpose of this Agreement the term "grievance" shall mean any dispute or controversy between the Cooperative and an employee or between the Cooperative and the Union arising out of interpretation, application of terms, or a claim of breach of this Agreement.

Section 3. Grievances shall be resolved in the following manner:

Step 1. By discussion between the grievant (accompanied by a steward of the Union if the grievant desires) and his immediate supervisor within twenty-five (25) calendar days of its original occurrence. The supervisor will meet the grievant within 7 calendar

days of receiving notice of the grievance and give his answer within 7 calendar days in the same manner he was notified of the grievance.

Step 2. If the immediate supervisor's answer is not satisfactory to the grievant, the grievance may then be submitted in writing to the manager or his designated representative within 7 calendar days after receipt of the supervisor's answer in Step 1; and he shall meet with the grievant and/or Committee within 20 days after receipt of the grievance in Step 2. The manager or his designated representative shall give his decision in duplicate within 7 calendar days.

Step 3. If the manager's or the manager's designated representative's answer is not satisfactory to the Union, the grievance may then be submitted to the President of the Cooperative or his designated representative or committee within 7 calendar days after receipt of the answer in Step 2, and the Cooperative's representative or representatives shall meet with the Union within 30 days after receipt of the grievance in Step 3. The Cooperative's decision in writing shall be given to the Union within 10 days after the meeting. If the Cooperative's

answer is not satisfactory to the Union, the grievance may then be submitted to arbitration as provided for in this agreement.

Section 4. Time limits may be extended by written mutual agreement. If a time limit is not met, the grievance shall be considered resolved against the party who failed to act within the time limit.

Section 5. It is understood that an International Representative of the Union may be present on the Union's behalf during Step 2 and onward.

Section 6. The Cooperative agrees that, without the consent of the Union, it will not settle, nor attempt to settle any grievances referred to the Union, after it has received notice from the Union that it will be representing any employees involved. Provided, at Step 2, grievances may be resolved by manager, grievant and/or steward.

Section 7. Employees filing grievances will suffer no loss of regular pay for the time spent in meetings with Cooperative representatives or necessarily consumed in traveling to and from such meetings; if, however, several employees file a common grievance no

more than two (2) of them and one (1) Union steward shall be paid and never more than two (2) grievants present at grievance meeting.

Section 8. Nothing contained in this Article shall be construed to restrict in any way the individual right of employees to present grievances directly to the Cooperative provided the Union has been given an opportunity to be present at the adjustment and such adjustment does not conflict with any terms or provisions of this Agreement.

## ARTICLE 11

### ARBITRATION

Section 1. If a difference arises between the Union and the Cooperative which the parties hereto have not resolved through the Grievance Procedure, such difference may, at the request of either party, be submitted to arbitration. Notice of a request for arbitration must be served on the other party within forty (40) calendar days from the date it is determined that the matter cannot be settled through the Grievance Procedure.

Section 2. Any submission for arbitration shall be from the South Carolina State Director of the Union and shall contain a written statement setting forth the complaint in detail and the provisions, terms, or conditions of this Agreement which the party filing the complaint believes have been violated. This statement shall be served upon the other party along with the notice of request for arbitration.

Section 3. The arbitrator shall be selected and the arbitration process shall proceed in accordance with the rules of the Federal Mediation and Conciliation Service.

Section 4. The decision of the arbitrator shall be final and binding upon the parties hereto as to questions of fact, but not as to conclusions of law.

Section 5. The arbitrator shall have only the authority to interpret, apply or determine compliance or noncompliance with the provision of this Agreement and exhibit thereto. The arbitrator shall not have authority to add to, subtract from, modify or alter any of these terms. The arbitrator shall be limited in his authority to review and a determination of the specific grievance submitted for arbitration.

Section 6. Each party shall bear the expense of preparing and presenting its own case and the expenses of its representatives and witnesses. The cost of the arbitrator and the general expenses of the arbitration, shall be borne equally by the parties hereto.

Section 7. The dismissal of a probationary employee of four months (4) shall not be subject to arbitration.

## ARTICLE 12

### EXCUSED ABSENCES PAID

Section 1. Jury or Witness Duty. If reasonable notice be given the manager, an employee shall suffer no loss of regular pay for the time necessarily consumed in the performance of jury or witness duty and a deduction shall be made for any amount of pay received from civil authorities.

Section 2. Deaths. In the event of a death of an employee's wife, husband, daughter, son, mother, father, brother, sister, grandmother, grandfather, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, or any dependent living in the household of the employee and not specifically referred to above, any such employee scheduled to work shall be excused for a period not to exceed three (3) scheduled working days and no more than two (2) additional days where there are undue and hardship circumstances, without loss of pay at straight time rates for the hours such employee was scheduled to work,

but shall not be considered time worked for purpose of overtime. The non-granting of such additional two (2) days shall not be subject to arbitration. Additional time off, without pay, will be granted if necessary and requested. When the relative is a parent or child, or spouse of the employee, two (2) days sick leave will be automatically given if requested. In the case of death of a step-mother, step-father, step-brother, step-sister, great grandparent, grandmother-in-law, or grandfather-in-law, absence with pay shall be allowed for the necessary time on the day of the funeral to attend the funeral. At Cooperative's option additional leave without pay may be granted where necessary and requested.

Section 3. Other Excused Absences. Other excused absences with pay, other than that provided for above, may be permitted in emergencies, if approved in advance by the manager.

Section 4. Union-Management Joint Conferences. Union representatives in the employment of the Cooperative shall suffer no loss of regular pay in joint meetings held between Management

representatives and Union representatives for the purpose of settling disputes or other matters of mutual concern.

Section 5. Voting employees working on an assignment past the normal tour shall be excused for a reasonable time, without loss of regular pay, to vote on election days.

## ARTICLE 13

### LEAVE OF ABSENCE

Section 1. Leaves of absence, hereinafter referred to as military leaves, will be granted to all full-time or part-time employees entering or serving the Armed Forces of the United States, including National Guard and Reserve service, under any law now in effect, or which may be enacted. Military leaves will be for the period of the employee's military service, up to 5 years unless a longer period is required by law, including any hospitalization continuing after completion of military service, to the extent required by law.

Section 1.1 Employees granted military leaves shall continue to accrue seniority during such leave.

Section 1.2 Following discharge under honorable conditions from military service, any such employee shall be reinstated in accordance with the re-employment rights as provided under the

Uniformed Services Employment and Reemployment Rights Act, 38 U.S. Code § 4301, *et seq.*, as now or hereafter amended.

Section 1.3 Employees granted military leaves who have accrued, unused vacation balances in the current calendar year, may use such balances during a military leave.

Section 1.4 National Guard and Reserve Duty will be allowed under the same terms as military leaves. The Cooperative will pay the difference, if any, between Government pay and the employee's earnings from scheduled work for a maximum of 2 work weeks per year upon presentation of proof of Government pay. This section shall not apply to call-ups to duty that are not in the nature of regular drills; however, Section 1.3 will apply to such call-ups.

Section 2. Leaves of Absence without pay for justifiable reasons for period not to exceed sixty days may be granted upon application to the Cooperative. Such leaves may be extended thirty (30) more days if justifiable. An employee who desires a leave of absence from his employment must secure written permission from the

Cooperative. During the period of absence the employee shall not engage in gainful employment unless authorized to do so in writing by the Cooperative. Failure to comply with this provision shall result in the complete loss of seniority rights.

Section 3. Persons taking leave for illness or injury shall have such rights of leave of absence and re-instatement as are provided by the Family and Medical Leave Act, as it may be amended from time to time. If at the end of the twelve (12) week FMLA period an employee is still unable to work because of the illness or injury, upon application and proof of his continued inability to work because of illness or injury, he may be granted additional thirty (30) days leaves of absence up to a total of one year.

Section 4. During the first thirty (30) days leave in any calendar year, an employee shall maintain and continue to accrue seniority. During subsequent thirty (30) days of leave in any calendar year, employee shall maintain his seniority but shall not continue to accrue seniority except when on leave due to sickness or injury.

Section 5. Upon reasonable notice, certified representatives of the Local Union required to be absent for the orderly performance of Union duties, attending conventions, state meetings, job steward schools, etc., may be excused without pay for a reasonable length of time when service permits.

Section 6. Employees returning from authorized leave of absence shall be reinstated as soon as is practical after request has been made provided:

- (a) Work is available (once request is made, to be able to return to work within five (5) calendar days, availability of work will not be diminished by additional hiring or by promotion into the employee's former classification). If the return of the employee from leave of absence creates a surplus in any job classification, such surplus should be handled in accordance with Article 8;
- (b) No impairment during the leave has been experienced by the employee which would render him or her unqualified to do the work;
- (c) The employee has not been guilty of misconduct during the leave which would have been proper cause for discharge.

Section 7. Employees upon individual requests may return to work from an authorized leave prior to the expiration of the leave granted provided he meets the requirements set forth above.

## ARTICLE 14

### SICK LEAVE

Section 1. Full-time employees shall be entitled to paid sick leave (including pregnancy) after their first three months of service according to the following chart and terms:

The chart below is a summary of the accrual provisions in Section 1, assuming perfect attendance:

Term	Accrual per month	Accrued in term	Running total
0-3 months	0	0	0
4-12 months	6	54	54
Year 2	7	84	138
Year 3	8	96	234
Year 4	8	96	330
Year 5	8	96	426
Year 6+	9	108	534

- (a) Sick leave shall accrue at the rate of six hours per month during the first year of service.
- (b) Sick leave shall accrue at the rate of seven hours per month during the second year of service.
- (c) Sick leave shall accrue at the rate of eight hours per month during the third, fourth and fifth years of service.
- (d) Sick leave shall accrue at the rate of nine hours per month during the sixth and successive years of service.

Section 2. Sick leave shall not accrue in any calendar month in which the employee received sick leave benefits on the majority of the days that he was scheduled to work.

Section 3. Sick leave shall accumulate up to not more than sixty (60) days.

- (a) Any employee who retires on or after the effective date of this agreement at age 55 or older and whose combination of years of service at Palmetto Rural Telephone Cooperative, Inc. and years of age at retirement equal or exceed 85 and who at the end of every month of the 60 months preceding his retirement date has 460 hours of accumulated sick leave, shall be credited with 1.334% of Sick Leave Accumulation Points for that month. Such employees will be paid the sum of the Sick Leave Accumulation Points times the employee's accumulated sick leave hours at the time of

retirement, provided that the number of hours of accumulated sick leave at his retirement date is no less than 440.

Such pay will be paid in:

- (a) Lump sum at retirement, or,
- (b) Fifty percent (50%) at retirement and fifty percent (50%) on the first anniversary of retirement.

Section 4. Accrued but unused sick leave benefits shall not be payable at termination except as provided in section 3(a).

Section 5. In order to qualify for paid sick leave an employee must be absent from work due to his sickness or injury and must notify his supervisor of his absence.

An employee may also qualify for paid sick leave because of absence from work due to his spouse or child's sickness or injury and must notify his supervisor of his absence; provided, however, that such sick leave payment shall not exceed thirty-two (32) hours pay per calendar year. Once an employee has accrued 480 hours of sick leave, the employee shall be able to accrue additional leave hours not to exceed

fifty-six (56) hours, for absences from work due to his spouse or child's sickness or injury and the employee must notify his supervisor of his absence; provided, however that such leave payment shall not exceed fifty-six (56) hours per calendar year. The additional leave hours, if available, must be used before the employee may use the thirty-two (32) sick leave hours set forth in this section. The additional leave hours shall not be subject to payment at retirement. A parent residing with an employee may be added to this provision after employee provides manager at least ninety days written notice that the parent resides with the employee. Additionally, a parent residing with or outside of an employee's household may be added to this provision after certification to the employer by the parent's health care provider that the employee is the sole caregiver. Employees shall not be entitled to receive sickness disability benefits for time for which any wages are paid them by the Company such as vacation pay.

Upon request an employee may be required to ask his physician to prepare and forward to the Cooperative a statement after

three (3) calendar days outlining the nature of the sickness, provided the Cooperative shall pay for the doctor's statements. Payment for sick leave may be made contingent upon receipt of a satisfactory completed doctor's certificate.

Section 6. In the case of an on-the-job injury, the employee will not suffer any loss of pay or accrued sick leave for the first day of injury. The employee shall be entitled to the benefits specified in Section 1, reduced by the amount employee received from Workmen's Compensation coverage. These benefits shall not be denied any employee injured on-the-job by reason of his previously having exhausted his benefits and not having returned to work for a period of thirteen (13) consecutive weeks before his injury.

Section 7. All employees will be paid accumulated personal sick leave and family sick leave (subject to the hour limitations provisions of Article 14, Section 5) as follows:

- (a) If net credited service has been less than two years, payments begin on the third scheduled work day of absence.

- (b) If net credited service has been two to five years, payments begin on the third scheduled work day of absence. If an employee has 138 hours or more of accumulated sick leave, he will be paid for the first day of absence.
- (c) If net credited service has been five to ten years, payments begin on the second scheduled work day of absence. If an employee has 280 hours or more of accumulated sick leave, he will be paid for the first day of absence.
- (d) If net credited service has been ten years or more, payments begin on the second scheduled day of absence. If an employee has 340 hours or more of accumulated sick leave he will be paid for the first day of absence.
- (e) If net credited service is three months and over, and employee has accrued the minimum hours set forth in Section 7(b) - (d) above, no waiting period will be applied if no sick leave has been paid within three months prior to the present sickness or injury. No waiting period will apply if the employee attends to a physician's or dental appointment and presents a statement from the physician or dentist or other sufficient proof of attending the appointment. Except that an employee who has Net Credited Service listed in the first column and accrued but unused sick leave of less than the "floor for 1<sup>st</sup> day pay", will not be paid for the first day of sick leave nor for physician or dental appointments.

<b>Net Credited Service</b>	<b>Payment begins</b>	<b>Minimum hours banked for 1<sup>st</sup> day pay without statement</b>	<b>Floor for 1<sup>st</sup> day pay</b>
Less than 2 years	<sup>3rd</sup> day	N/A	50
2-5 years	3rd day	138	100
5-10 years	2nd day	280	125
10 years or more	2 <sup>nd</sup> day	340	150

- (f) In the case of an off-the-job injury the short-term disability plan will be used in lieu of full accumulated sick leave for employees who have elected to participate in the plan. On any day an employee is eligible for short-term disability benefits, such employee shall not receive more than 6.0 hours of sick leave.
- (g) In the case of a continuous illness exceeding seven calendar days, the short term disability plan will be used in lieu of full accumulated sick leave beginning with the eighth day of illness. On any day an employee is eligible for short-term disability benefits, such employee shall not receive more than 6.0 hours of sick leave.

Section 8. No more than thirty-two (32) hours of accumulated sick leave will be paid per calendar year for non-consecutive absences of two (2) scheduled tours, or less. Any employee who has three hundred forty (340) hours or more of accumulated sick leave will be allowed forty-eight (48) hours of paid sick leave under this sub-section. After the designated (thirty-two [32] or forty-eight [48]) hours have been exhausted, an employee must bring a physician's or dentist's statement outlining the nature of the illness or injury to be paid for the sick leave.

## ARTICLE 15

### NO LOCKOUT AND NO STRIKE

Section 1. The Union agrees that during the term of the Agreement neither the Union, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slow down or strike. The Cooperative agrees that during the same period there shall be no lockouts. The Cooperative further agrees that no employee covered by this Agreement shall be required to work as a strike breaker or asked to replace an employee who may be on strike at another location.

Section 2. In order that the intent and purpose of the above Article may be effectively executed, the Union agrees that the Cooperative may take disciplinary action against any employee who may violate the foregoing provisions of this Agreement.

## ARTICLE 16

### WAGES

Section 1. The wage rates are shown by occupation and classifications in the attached schedule, identified as Appendix A.

Section 2. The work week shall begin at 12:01 a.m. on Sunday of each week and shall end seven days later. Wages shall be paid bi-weekly. Pay day shall be the Thursday afternoon or early Friday morning where possible immediately following the end of a pay period. In the event that a holiday is celebrated on a pay day, pay checks shall be distributed on Thursday afternoon.

Section 3. Unless otherwise specifically provided for by this Agreement, or required by law, employees shall be paid at one and one-half their regular hourly rates of pay for all hours worked in excess of your daily scheduled hours or forty (40) hours per week. However, only one premium rate will be paid for the same hours worked. In the event that more than one premium rate is applicable, the highest shall be paid.

Section 4. An employee who is assigned for a whole session or longer to a job other than that to which he is regularly assigned shall be paid at his regular rate of pay or at the rate of pay of the job which he is assigned, whichever of the two rates is the higher. An employee who accumulates four (4) hours or more within a week on a job for which the rate of pay is higher, will be paid at the higher rate for the hours worked on the higher paying job.

Section 5. Employees shall be paid an hourly differential for working scheduled tours which fall wholly or partly within the period 7:00 p.m. to 7:00 a.m. in the amount of seventy-five (\$.75) cents per hour.

Section 6. When an employee is designated by the Company as a work leader to temporarily relieve supervision for a period not to exceed four (4) weeks, he shall be paid a relief differential of ten (10%) per cent of his regular straight rate for each full tour of such work performed.

Section 7. Wage Credits: New hires with previous experience of value and training will be granted wage experience credit but limited to the time of such experience or special training of value. If any new hire is brought in beyond 36 months on the Wage Schedule, the Cooperative agrees to move the new hire's placement point any existing employees in the same position who are within 6 months of attaining such placement. No grievance may be filed after six (6) months from date of employment.

Section 8. For the life of this Agreement all employees who live in the area serviced by Palmetto Rural Telephone Cooperative, Inc. will be provided local telephone service and the highest residential broadband speed available at no cost to the employee.

Section 9. Nothing in this Agreement shall prohibit the Cooperative from paying, or require the Cooperative to pay commissions or other incentives based on sales/performance, or new member sign-ups, or any other promotional incentive. Whether and when to begin or end such programs, the amount(s) to be paid, and the

terms of any such programs, including but not limited to eligibility to participate, shall all remain in the sole discretion of the Cooperative and shall not be subject to the terms of Article 11 of this Agreement.

Section 10. Wage Schedule progressions shall go into effect at the beginning of the pay period immediately following the employee's anniversary date.

## ARTICLE 17

### HOURS OF WORK AND BASIS OF COMPENSATION

Section 1. The Cooperative may require employees in any department or work group to be on call during hours outside the normal scheduled tour. On-call periods will be no more than 7 days, but may be less than 7 days, and will run from Monday to Monday. Employees assigned call will receive in addition to their normal wages for hours worked \$25 per day of call. The Cooperative will assign call on a rotating basis among employees in a department or work group. During on-call periods, employees assigned call must remain within reach of telephone communication and be capable of responding to a call. The Cooperative will contact employees who are on call by Cooperative-issued mobile device, on their home phone, or at a phone number designated in advance by the employee.

Section 2. Employees called out to work on a day on which they are not scheduled to work shall be paid at overtime rate for all such work.

Section 3. Employees called out or scheduled to work during hours outside their scheduled hours for that day shall be paid at the overtime rate for all such call-out time.

Section 4. The Cooperative guarantees to employees called out a minimum of four (4) hours pay at the regular rate for a normal callout and one and one-half (1.5) hours for a remote callout.

Employees must submit a timesheet showing the hours worked during all callouts.

Section 5. Call Out within the meaning of this section shall be defined as meaning a call of an employee from his own time to perform work for the Cooperative except:

- (a) If the time worked immediately follows and connects with regularly scheduled time, it shall not be considered call-out.

- (b) If the time worked immediately precedes (less than one [1] hour and connects with regularly scheduled time and starts at or after 7:00 a.m., it shall not be considered a call-out.
- (c) If the time worked starts before 7:00 a.m. and falls entirely within the hour which immediately precedes the regularly scheduled starting time, it shall not be considered a call-out.
- (d) Call-out time for normal callouts shall include reasonable travel time to and from the employee's residence, or its equivalent. Each call-out shall be considered separately in the computation of time and payment except when a second call-out is made within two and one-half (2 ½) hours of the start of the first call-out and the second call-out is occasioned by the same trouble which occasioned the first call-out, the second call-out will be treated as a continuation of the first call-out.

Section 6. Any overtime paid for work on any day or days will not be compensated for again in computing overtime due for the week, except time worked not in excess of the length of a normal tour on a holiday.

Section 7. Opportunity for overtime pay shall be equalized insofar as practical within each work group. A record of all overtime

hours worked by each employee shall be posted bi-weekly. Each time an employee is requested to work overtime and declines, the actual hours that would have been worked will be posted on his overtime account and counted in his overtime account and counted in his total overtime for the purpose of distribution of overtime. If an employee does not wish any overtime he may so indicate to his supervisor and it will be posted on the overtime record relieving the Cooperative of the responsibility of future contacts with this employee. This does not grant the right to refuse overtime.

Section 8. Overtime work shall be assigned to those employees who carry the title of the job where the overtime is to be worked, except in cases of emergency, or where the Cooperative is unable to contact employees who carry the title of the job.

Section 9. Normally, all employees will be allowed or assigned a fifteen (15) minute relief period in each session worked. Such relief periods shall be assigned or allowed as near the mid-point of the session as feasible or practicable.

Section 10. Employees working on Sunday shall be paid at the Sunday rate (two [2] times regular hourly rates) for all time worked, and shall also be paid any applicable evening and night differentials.

Section 11. An employee who is required to work two (2) hours or more beyond his scheduled quitting time shall be entitled to another fifteen (15) minute break.

Section 12. Employees scheduled to work on weekends shall rotate their off days or the employee shall be given his preference of day off.

## ARTICLE 18

### PROMOTIONS AND WAGE TREATMENT

Section 1. A Classification shall be considered to be higher if the scheduled rate of pay is higher.

Section 2. When an employee is promoted his new hourly rate of pay will be determined by placing him on the new schedule at the same number of months as he was on the old schedule. In no case will this affect the employee's next regular progression.

Section 3. When an employee is promoted, he shall be in a probationary status for four (4) calendar months for the purpose of determining his suitability for the position. If the Cooperative, in its sole discretion, determines during the probationary period that the employee is not suited for the new position, the employee shall be demoted back to his former position at the same wage paid to the employee prior to his promotion. The Cooperative's decision that the employee is not suited

for the new position is grievable under Article 10 of the Agreement but not subject to arbitration under Article 11 of the Agreement.

Section 4.

- (a) The Cooperative, in its sole discretion, has the right to transfer any holder of any job as defined in the Agreement to any entrance level job if the employee applies for the position.
- (b) Any employee so transferred shall be in a probationary status for four (4) calendar months for the sole purpose of determining his suitability for the new position.
- (c) If the Cooperative, in its sole discretion, determines during the probationary period that the employee is not suited for the new position, the employee shall be transferred back to his former position at the same wage paid to the employee prior to his transfer.
- (d) The Cooperative's decision that the employee is not suited for the new position is grievable under Article 10 of the Agreement but is not subject to Arbitration under Article 11 of the Agreement.

## ARTICLE 19

### SCHEDULE OF TOURS

All Departments:

Section 1. If changes are to be made in the schedule, the Cooperative will post no later than three (3) p.m. Wednesday of the preceding week, the scheduled days and hours to be worked for the following week. Otherwise it is understood that the schedule is eight (8) to (5), Monday through Friday.

Section 2. When customer or member service requirements necessitate the changing of hours or days to be worked by any regular employee from the original formerly scheduled tour of duty the treatment shall be as follows:

- (a) When less than forty-eight (48) hours notice before the start of work on a change of either hours or days is given to an employee, the employee will work and be compensated for the hours worked at one and one-half (1 ½) times his basic hourly rate.
- (b) When forty-eight (48) or more hours notice before the start of work on a change of either hours or days is given, the changed tour shall be the employee's

schedule tour and shall be compensated for at the basic straight time rate plus applicable premiums.

Section 3. If shift hours are worked in the above departments choice of hours will be granted to employees in the order of their seniority to meet service requirements.

## ARTICLE 20

### JOB DESCRIPTIONS

Section 1. The Cooperative shall keep current all job descriptions for all job titles included within the bargaining unit. Job descriptions shall be sufficient to summarize the main features and general nature of such jobs and be furnished to employees and to CWA President Local 3207.

## ARTICLE 21

### SAFETY

Section 1. The Cooperative and the Union agree that it is in their mutual interest to provide safe working conditions and to require employees to follow safe working practices.

Section 2. Safety rules and regulations issued by the Cooperative, or local, state and federal governments for the health and safety of employees and the public shall be strictly complied with. The Union and the Cooperative shall cooperate in enforcing all such measures.

Section 3. The Cooperative and the Union shall each appoint two persons to serve on a safety committee. This committee shall meet quarterly and shall investigate and discuss safety practices and working conditions for the purposes of recommending improvements in such practice or conditions.

Section 4. Any question regarding matters referred to in this Article shall be subject to the grievance procedure but shall not be

subject to arbitration. Any Union complaint or unfair treatment under this Article shall, however, be subject to final review by the Manager of the Cooperative and the South Carolina Director of the Union.

## ARTICLE 22

### NON-PERFORMANCE OF CRAFT WORK

The Cooperative agrees that it will not assign general practice work supervisors on work ordinarily performed by craft employees, except for purposes of training, the enforcement of safety regulations or to meet emergency conditions. The parties recognize, however, that there are proper exceptions to this general practice, made in the interest of the service or economical operation, and in such cases nothing herein is intended to prohibit the Cooperative from working such supervisors on such craft work.

## ARTICLE 23

### CONTRACT WORK LIMITATIONS

Section 1. The Cooperative agrees that it will not contract out craft work to the extent and degree that it would cause the layoff of any regular full-time, temporary, or part-time employee.

Section 2. The Cooperative will give its employees an opportunity of a six-day work week when outside contractors are on the job within the work group, when and where appropriate.

## ARTICLE 24

### TRAVEL EXPENSES

Section 1. When authorized by the manager, employees who are required to spend the night away from their homes and outside of the operating area of the Cooperative, shall be reimbursed for meals and lodging according to the following:

- (a) If the employee chooses to make his own arrangements for lodging, he will be reimbursed for meals and lodging according to the IRS guidelines then in effect. No other per diem will be paid.
- (b) If the employee chooses to allow the Cooperative to make his lodging arrangements, the Cooperative will pay the cost of the lodging, and the employee will be reimbursed for the cost of meals according to the IRS guidelines then in effect. In addition, the employee will receive \$12.00 per day, which shall be taxable income to the employee. When travel is by private vehicle, employees shall be paid at the approved IRS rate in effect.

Section 2. Time spent by an employee, at the direction of the Cooperative, in traveling before or after the hours of his scheduled or assigned tour, shall be considered as time worked. When it is to be

considered as time worked, travel time shall be paid for on the same basis as actual work time.

## ARTICLE 25

### UNIFORMS AND TOOLS

Section 1. The Cooperative shall pay fifty (50%) percent towards the cost of purchase of any Palmetto Rural Telephone Cooperative logo uniforms which it requires employees to wear.

Section 2. Employees will be provided a set of tools upon assignment to a job requiring such tools and shall be responsible for the return of tools assigned to them, ordinary wear and tear excepted. The Cooperative may inspect the set of tools assigned to an employee for inventory purposes.

Section 3. The Cooperative shall furnish all safety equipment as required with the exception of footwear.

Section 4. Cooperative shall furnish coveralls when deemed necessary by management.

## ARTICLE 26

### BARGAINING

Section 1. Collective bargaining will be conducted by the authorized representatives designated by the Cooperative and the Union.

Section 2. Each agrees to supply the other with the names of all persons authorized to serve as bargaining representatives.

Section 3. Subject to the limitations stated in the following paragraph, employees will not suffer loss of regular pay for the time spent in representing their Union in meetings with Cooperative representatives for collective bargaining.

The provisions stated above will be limited to one employee; if more than one attend any meeting, the Union shall designate which employee is to be paid.

## ARTICLE 27

### INCLEMENT WEATHER

Section 1. When employees report to work and because of inclement weather are unable to safely perform their regular work, they shall be assigned such other work as may be available in order that their time may be profitably utilized.

Section 2. No tours of duty will be postponed, because of inclement weather. Instead, other work will be found on which the employee's time can be profitably used.

Section 3. Employees shall not be paid for scheduled overtime which is not worked because of inclement weather unless such overtime is scheduled for a day on which the employee is not scheduled to work a regular tour in which case he shall be paid a minimum of three (3) hours pay at the straight time rate if he reports to work.

Section 4. The supervisor's judgment on the inclemency of the weather shall be the determining factor.

## ARTICLE 28

### GROUP INSURANCE PLANS

Section 1. The Cooperative shall continue to make available to full-time employees and their dependents a comprehensive major medical, dental plan, and short term disability under which there shall be no reduction to benefits to the plan that was in effect on January 1, 1986, provided that the Cooperative shall have no obligation to notify or bargain with the Union over changes in the plan which are made by the insurance carrier nor shall the Cooperative have any liability for such changes.

For the life of this Agreement, the Cooperative and Employee shall pay towards the monthly cost of the provided major medical and dental plans for full time employees as follows:

	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
<b>Cooperative</b>	<b>86%</b>	<b>86%</b>	<b>86%</b>	<b>86%</b>	<b>85%</b>
<b>Employee</b>	<b>14%</b>	<b>14%</b>	<b>14%</b>	<b>14%</b>	<b>15%</b>

The Cooperative shall fund the deductible at \$1,000 for employee only and \$2,000 for employee and dependent(s) for NTCA Health Plan 14. The Cooperative shall fund a Health Savings Account for NTCA Health Plan 81 at \$3,000 for the employee.

Commencing March 1, 1989, the Cooperative shall pay twenty-two (22%) per cent of the costs of weekly short term disability benefits.

Section 2. During the life of this Agreement the Cooperative shall continue to make available to full-time employees the group life insurance plan in effect on January 1, 1983, provided that the Cooperative shall have no obligation to notify or bargain with the Union over changes in the plan which are made by the insurance carrier or by the National Telephone Co-operative Association. Nor shall the Cooperative have any liability for such changes, and during the life of this Agreement, the Cooperative shall pay the cost of the plan.

Section 3. The Cooperative shall continue to make available the long term disability plan for full-time employees which was in effect on January 1, 1983, provided that the Cooperative shall have no obligation to notify or bargain with the Union over changes in the plan which are made by the insurance carrier or by the National Telephone Co-operative Association, nor shall the Cooperative have any liability for such changes. The total cost of this plan shall be borne by the employees.

The Cooperative retains the right to design its group insurance plans provided for in this Article, to seek alternate insurers and plans, and to modify the plans listed above as long as the level of benefits provided by the plan(s) remains substantially comparable to the plan(s) in effect at the time of the change.

## ARTICLE 29

### RETIREMENT PLAN

Section 1. The Cooperative shall continue to make the retirement and security program available to all full-time employees on either January 1, April 1, July 1, or October 1 most closely following the one year anniversary of the employee's date of hire. The Cooperative reserves the right to change, modify or discontinue the plan, subject to the laws governing the plan. For the life of this Agreement the Cooperative shall pay 8.6 (%) percent of eligible employees' annual base salary to the retirement fund. In addition, for the life of this Agreement, the Cooperative shall pay 100 (%) percent of the Pension Benefit Guaranty Corporation premiums, 100 (%) percent of the cost of double base salary life insurance, and 100 (%) percent of the "Rule of 85" costs. Employees who are eligible to participate in the plan, shall pay 6.0 (%) percent of their annual base salary to the retirement fund. Increases by NTCA to the total contribution percentage required to be paid into the plan to maintain the current benefit formula will be split by

the Cooperative and the Employee on a 50/50 basis. Employees shall pay \$.46 per \$1,000.00 of coverage per month on the double base salary life insurance coverage until he/she enters into the retirement plan after which the Cooperative shall pay such charges. Insofar as practicable, employee contributions shall be deducted each pay period in equal increments.

Section 2. SAVINGS PLAN: (a) The Cooperative shall continue to make the savings plan program available to all full time employees on either January 1, April 1, July 1, or October 1, most closely following the employee's completion of ninety (90) days of service. The Cooperative reserves the right to change, modify or discontinue the plan, subject to the laws governing the plan. Through December 31, 2019, the Cooperative shall pay a match of the eligible employee's annual base salary to the savings plan in accordance with the 2016 CBA. Beginning January 1, 2020, the Cooperative shall pay a 6.0% match of eligible employee's annual base salary to the savings

plan for the remainder of this Agreement so long as the employee also pays 6.0% of the employee's annual base salary to the savings plan.<sup>1</sup>

(b) Any application for change of contribution percentage must be made to the Cooperative at least fifteen (15) days prior to January 1, April 1, July 1, or October 1. (Example: A July 1 change must be requested in writing by June 15.)

Section 3. The Cooperative will pay thirty-five percent (35%) after March 1, 1998, thirty-seven and one-half percent (37.5%) after March 1, 1999, and forty percent (40%) after March 1, 2000, toward the cost of retiree health insurance for any retired employee and spouse, if married, at the time of retirement, who retired after March 1, 1998, provided that such employee and such spouse enrolls in all parts of Medicare or similar publicly financed health insurance programs as soon as eligible, thereby reducing the Co-op's required payment, and provided further that the employee and spouse was/were covered by the plan at the time of employee's retirement and has/have remained covered

---

<sup>1</sup> In accordance with the Memorandum of Understanding Regarding Savings Plan executed October 30, 2019.

by the plan. An employee is eligible to retire with this benefit on or after the effective date of this agreement at age 55 or older and whose combination of years of service at Palmetto Rural Telephone Cooperative, Inc. and years of age at retirement equal or exceed 85, provided that the Cooperative shall have no obligation to notify or bargain with the Union over changes in the plan which are made by the insurance carrier nor shall the Cooperative have any liability for such changes.

Section 4. Effective January 1, 2002, the Cooperative will pay toward the cost of retiree and dependent(s) health insurance according to the one of the following plans:

- (a) The Cooperative will pay the same percentage of the premium cost of retiree health insurance for any retired employee as it pays for active employees; or
- (b) The Cooperative will pay an amount equivalent to the dollar amount cost to the Cooperative of the plan in Section 4(a) of this Article toward the cost of retiree health insurance for any retired employee and dependent(s); and
- (c) The Cooperative will fund the deductible for any retired employee in the same amount as for an active

employee; provided, however, that the Cooperative will not fund the deductible for any dependent(s) of the retired employee; and provided further that retired employees are not eligible to participate in the Health Savings Account and, therefore, the Cooperative will not fund any deductible for retired employees who elect Plan A 15.

Provided, however, that the employee retired after January 1, 2002, and provided that such employee and, for employees electing Section 4(b), his dependent(s) enroll in all parts of Medicare or similar publicly financed health insurance programs as soon as eligible, thereby reducing the Co-op's required payment, and provided further that the employee and, for employees electing Section 4(b), his dependent(s) was/were covered by the plan at the time of employee's retirement and has/have remained covered by the plan. The employee must elect Section 4(a) or Section 4(b) on the same date that he elects to retire. An employee is eligible to retire with this benefit on or after January 1, 2002 at age 55 or older and whose combination of years of service at Palmetto Rural Telephone Cooperative, Inc. and years of age at retirement equal or exceed 85, provided that the Cooperative shall have no obligation to notify or bargain with the Union over changes in the plan which are

made by the insurance carrier nor shall the Cooperative have any liability for such changes.

Section 5. The retiree health insurance contributions described in this Article shall end upon attainment of Medicare eligibility (currently age 65) for all employees who are hired on or after January 1, 2014.

## ARTICLE 30

### MANAGEMENT RIGHTS

Section 1. Except to the extent expressly limited by the specific provision of this Agreement, the Cooperative exclusively reserves and retains all of its inherent rights to manage the business as such rights existed prior to the execution of this Agreement. It is agreed that the Cooperative alone and without interference from the Union shall have the authority to determine and direct the policies, modes and methods of operating the business, subject only to limitation by specific provisions of the Agreement.

Section 2. Without restricting the generality of the foregoing, the sole and exclusive rights of management referred to above, include, but are not confined to, the right to determine, and from time to time to redetermine, the number, locations, and types of its facilities and operations, including the right to move, sell or close its facility, business, or any part thereof; and to determine or to redetermine the methods, equipment, materials, and techniques to be employed, to sub-contract,

discontinue, or to automate any or all facilities or operations; the right to schedule and change working hours; the right to determine the qualifications of new employees; the right to reprimand, suspend, demote, discharge or otherwise to discipline employees for just cause; to select employees for hire, lay-off, promotion or to fill vacancies; and to determine the size and composition of its working force. The failure of the Cooperative to exercise any function hereby reserved to it, or the exercising by it of any such function in a particular way, shall not be considered to waive the right to exercise such function in some other way not in conflict with the express provisions of this Agreement.

## ARTICLE 31

### CHECKOFF

Section 1. During the life of this Agreement the Cooperative agrees that it will deduct union dues bi-weekly from the pay of those employees for whom it has valid and enforceable dues deduction authorizations, commencing with the month following the signing of this Agreement. The Cooperative will remit these deductions by check to the officers designated by the Union. The Cooperative will make payroll deductions for CWA Political Action Committees upon authorization from the member and the Cooperative will remit these deductions to CWA in the same manner as dues deductions.

Section 2. Notwithstanding any language to the contrary contained in the dues deduction authorizations, the Cooperative, shall not be required to make dues deductions or COPE deductions from the wages of an employee after the employee has notified it in writing of his desire that such deductions be discontinued.

Section 3. The Union agrees to save the Cooperative harmless from any legal action or arbitration brought by employees as a result of these deductions.

## ARTICLE 32

### AMENDMENTS

Any provisions of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement.

## ARTICLE 33

### PRINTING AND DISTRIBUTION OF CONTRACT

The Cooperative shall have this Agreement printed and distributed to all its present employees and shall present a copy to all new employees when they begin work with the Cooperative.

ARTICLE 34

DURATION

This Agreement shall be effective from September 11, 2022, to and including September 18, 2027, and shall continue in force thereafter unless terminated by written notice from either party to the other, in which case this Agreement shall terminate sixty (60) days following the receipt of such notice. In the event a new Agreement is not entered into between the parties hereto before this Agreement is terminated as a result of such termination notice, this Agreement may be extended beyond such termination date by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the 10th day of September, 2022.

COMMUNICATIONS WORKERS  
OF AMERICA

By: \_\_\_\_\_  
Thomas Eugene Redd

PALMETTO RURAL  
TELEPHONE COOPERATIVE,  
INC.

By: \_\_\_\_\_  
Jason J. Dandridge, CEO

## DEFINITIONS

1. Session An unbroken work period. Two sessions constitute a tour.
2. Tour Any daily scheduled hours of assigned duty.
3. Temporary Assignment Assignment not to exceed thirty (30) working days unless mutually extended for a longer period of time.
4. Basic Wage Rate Rate of pay exclusive of all differentials and extra payments.
5. Differential Rate of Pay Basic Wage Rate plus any differential payment.
6. Overtime Rate One and one-half (1 1/2) times the regular rate of pay.
7. Premium Pay Pay for non-overtime work, at hourly rates equal to the 88 rate for Sunday work.
8. Tour Differential Payments, over and above the basic rates, made to hourly rated employees whose work tours do not fall wholly within the day period, 7:00 A.M. to 7:00 P.M.
9. Work Group A group of employees who interchange on work assignments and relieve each other.
10. Seniority Credit Total length of continuous service with the Cooperative shall accrue from employee's most recent date of hire. Provided, however, that when an employee has left the service of the Cooperative and is rehired his previous service with the Cooperative shall be bridged on the following basis: after he

has completed two (2) years of service since his most recent date of hire, credit for previous service with the Cooperative shall be bridged for purposes of exercising a choice in any matter where the order of choice is dependent upon seniority credit; and credit for previous service with the Cooperative shall be bridged for purposes of computing benefits, other than pension rights, which are dependent upon length of service.

# APPENDIX A

## WAGE SCHEDULES

### PLANT DEPARTMENT & CONSTRUCTION

#### Schedule 1

Customer Service Representative I  
Cable Locator Technician

#### Schedule 2

Customer Service Representative II

#### Schedule 3

Plant Assignment Clerk  
Billing Clerk

#### Schedule 4

Warehouse Attendant

#### Schedule 5

Engineer Assignment Clerk  
Construction Maintenance

#### Schedule 6

Installer – Repairman Technician  
Mechanic/Warehouse Attendant  
Support Analyst

Schedule 7

Cable Maintenance Technician  
GIS Technician

Schedule 8

Schedule 9

Business Installer  
Network Technician

Schedule 10

Network Analyst

		<u>9/11/2022</u>	<u>9/10/2023</u>	<u>9/8/2024</u>	<u>9/7/2025</u>	<u>9/6/2026</u>
<b>SCHEDULE 1</b>	Start @ Month	18.49	19.41	20.19	20.80	21.42
	6	19.22	20.18	20.99	21.62	22.27
	12	19.99	20.99	21.83	22.48	23.15
	18	20.38	21.40	22.26	22.93	23.62
	24	21.14	22.20	23.09	23.78	24.49
	30	21.94	23.04	23.96	24.68	25.42
	36	22.64	23.77	24.72	25.46	26.22
	42	23.45	24.62	25.60	26.37	27.16
	48	25.80	27.09	28.17	29.02	29.89
	<b>SCHEDULE 2</b>	Start @ Month	18.76	19.70	20.49	21.10
6		19.48	20.45	21.27	21.91	22.57
12		20.25	21.26	22.11	22.77	23.45
18		20.95	22.00	22.88	23.57	24.28
24		21.68	22.76	23.67	24.38	25.11
30		22.64	23.77	24.72	25.46	26.22
36		23.29	24.45	25.43	26.19	26.98
42		24.28	25.49	26.51	27.31	28.13
48		27.08	28.43	29.57	30.46	31.37
<b>SCHEDULE 3</b>		Start @ Month	20.07	21.07	21.91	22.57

6	20.75	21.79	22.66	23.34	24.04
12	21.53	22.61	23.51	24.22	24.95
18	22.22	23.33	24.26	24.99	25.74
24	22.96	24.11	25.07	25.82	26.59
30	23.93	25.13	26.14	26.92	27.73
36	24.58	25.81	26.84	27.65	28.48
42	25.56	26.84	27.91	28.75	29.61
48	28.38	29.80	30.99	31.92	32.88

**SCHEDULE  
4**

Start @  
Month

	20.63	21.66	22.53	23.21	23.91
6	21.70	22.79	23.70	24.41	25.14
12	22.37	23.49	24.43	25.16	25.91
18	23.62	24.80	25.79	26.56	27.36
24	24.67	25.90	26.94	27.75	28.58
30	25.58	26.86	27.93	28.77	29.63
36	26.53	27.86	28.97	29.84	30.74
42	27.19	28.55	29.69	30.58	31.50
48	29.83	31.32	32.57	33.55	34.56

<b>SCHEDULE 5</b>	<b>Start @ Month</b>	22.40	23.52	24.46	25.19	25.95
	6	23.50	24.68	25.67	26.44	27.23
	12	24.22	25.43	26.45	27.24	28.06
	18	25.49	26.76	27.83	28.66	29.52
	24	26.57	27.90	29.02	29.89	30.79
	30	27.51	28.89	30.05	30.95	31.88
	36	28.50	29.93	31.13	32.06	33.02
	42	29.18	30.64	31.87	32.83	33.81
	48	32.90	34.55	35.93	37.01	38.12

<b>SCHEDULE 6</b>	<b>Start @ Month</b>	23.20	24.36	25.33	26.09	26.87
	6	24.38	25.60	26.62	27.42	28.24
	12	25.47	26.74	27.81	28.64	29.50
	18	26.80	28.14	29.27	30.15	31.05
	24	28.26	29.67	30.86	31.79	32.74
	30	29.78	31.27	32.52	33.50	34.51
	36	31.39	32.96	34.28	35.31	36.37
	42	33.27	34.93	36.33	37.42	38.54
	48	38.40	40.32	41.93	43.19	44.49

<b>SCHEDULE 7</b>	<b>Start @ Month</b>	23.62	24.80	25.79	26.56	27.36
	6	24.77	26.01	27.05	27.86	28.70
	12	25.86	27.15	28.24	29.09	29.96
	18	27.22	28.58	29.72	30.61	31.53
	24	28.70	30.14	31.35	32.29	33.26
	30	30.17	31.68	32.95	33.94	34.96
	36	31.82	33.41	34.75	35.79	36.86
	42	33.70	35.39	36.81	37.91	39.05
	48	38.82	40.76	42.39	43.66	44.97

<b>SCHEDULE 8</b>	<b>Start @ Month</b>	24.03	25.23	26.24	27.03	27.84
	6	24.84	26.08	27.12	27.93	28.77
	12	26.44	27.76	28.87	29.74	30.63
	18	27.94	29.34	30.51	31.43	32.37
	24	29.44	30.91	32.15	33.11	34.10
	30	30.96	32.51	33.81	34.82	35.86
	36	32.73	34.37	35.74	36.81	37.91
	42	34.59	36.32	37.77	38.90	40.07
	48	39.53	41.51	43.17	44.47	45.80

<b>SCHEDULE 9</b>	<b>Start @ Month</b>	24.44	25.66	26.69	27.49	28.31
	6	24.89	26.13	27.18	28.00	28.84
	12	26.99	28.34	29.47	30.35	31.26
	18	28.65	30.08	31.28	32.22	33.19
	24	30.15	31.66	32.93	33.92	34.94
	30	31.75	33.34	34.67	35.71	36.78
	36	33.64	35.32	36.73	37.83	38.96
	42	35.49	37.26	38.75	39.91	41.11
	48	40.24	42.25	43.94	45.26	46.62

<b>SCHEDULE 10</b>	<b>Start @ Month</b>	25.61	26.89	27.97	28.81	29.67
	6	26.82	28.16	29.29	30.17	31.08
	12	28.12	29.53	30.71	31.63	32.58
	18	29.42	30.89	32.13	33.09	34.08
	24	31.02	32.57	33.87	34.89	35.94
	30	32.83	34.47	35.85	36.93	38.04
	36	35.01	36.76	38.23	39.38	40.56
	42	37.49	39.36	40.93	42.16	43.42
	48	42.41	44.53	46.31	47.70	49.13

## APPENDIX B

### MEMORANDUM OF UNDERSTANDING

Palmetto Rural Telephone Cooperative (PRTC) and the Communications Workers of America (the Union) have, in negotiations for the Collective Bargaining Agreement, effective March 5th, 2007, reached an understanding that it is in the interests of the parties to have a more structured process for introducing all new employees to a representative of the Union. Therefore, for the duration of this Agreement, PRTC will notify the Local President of all new hires. Notification will include the employee's name, report date and name of the supervisor to whom the employee reports. The Local President, or a Steward designated by the Local President will be allowed to meet with the new employee during the orientation process for the purpose of providing information about the Union. The meeting will be limited to a maximum of thirty (30) minutes during regular working hours, which shall be paid as time worked Paid bargaining unit PRTC employees, other than the new employee, will be limited to one steward per meeting. This Memorandum shall remain in effect for the life of the contract.

## APPENDIX C

### MEMORANDUM OF UNDERSTANDING

The Cooperative and the Union recognize the technologies used to provide communications services will continue to evolve. These evolving technologies include but are not limited to wireline (including fiber facilities), wireless, internet and satellite services that are used to provide voice, data, video, and other evolving communication services. These evolving technologies are an extension of traditional telecom work. Traditional telecom work includes installation, maintenance, network construction, surveillance, repair, terminations, splicing, testing, customer premise work, billing, sales and service, customer service and technical support. Nothing in this Agreement is intended in any way to alter the scope of the Collective Bargaining Agreement.

## APPENDIX D

### MEMORANDUM OF UNDERSTANDING

#### REGARDING SAVINGS PLAN

The Communication Workers of America, Local 3207 (“CWA”) and Palmetto Rural Telephone Cooperative, Inc. (“Cooperative”) agree as follows:

Article 29, § 2 of the September 16, 2019, Collective Bargaining Agreement (“CBA”) provides that the Cooperative will pay a 6.0% match of eligible employee’s annual base salary into the Savings Plan for the term of the CBA, so long as the employee also pays 6.5% of his or her annual base salary into the Savings Plan.

The NTCA, which administers the Savings Plan, has notified the Cooperative that the 6.0% match may only require contribution by the employee of 6.0%. The NTCA has also notified the Cooperative that changes to the Savings Plan will need to be effective January 1, 2020.

Therefore, the parties agree that the contribution rules in place prior to September 16, 2019, shall govern contributions to the Savings Plan through December 31, 2019. The parties further agree that beginning

January 1, 2020, and for the life of the CBA, Section 2(a) of Article 29

shall provide:

Section 2. SAVINGS PLAN: (a) The Cooperative shall continue to make the savings plan program available to all full time employees on either January 1, April 1, July 1, or October 1, most closely following the employee's completion of ninety (90) days of service. The Cooperative reserves the right to change, modify or discontinue the plan, subject to the laws governing the plan. The Cooperative shall pay a 6.0% match of eligible employee's annual base salary to the savings plan for the remainder of this Agreement so long as the employee also pays 6.0% of the employee's annual base salary to the savings plan.

## APPENDIX E

### MEMORANDUM OF AGREEMENT

For the life of this Agreement, the parties agree that the Savings Plan described in Article 29, Section 2, shall consist of a traditional 401(k) plan and a Roth 401(k) plan, as long as both shall be permitted by law.

## APPENDIX F

### MEMORANDUM OF AGREEMENT

The parties agree that any Memorandum of Agreement or other Contractual item not addressed in the bargaining session is renewed.