

AGREEMENT

WOOD COUNTY TELEPHONE COMPANY

WISCONSIN RAPIDS, WISCONSIN

AND

THE COMMUNICATIONS WORKERS

OF AMERICA,

AFL-CIO

EFFECTIVE JULY 6, 2014

through

JULY 7, 2018

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ARTICLES OF AGREEMENT
BETWEEN
WOOD COUNTY TELEPHONE COMPANY
AND
THE COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

THIS AGREEMENT made and entered into effective **July 6, 2014 through July 7, 2018** by and between **THE WOOD COUNTY TELEPHONE COMPANY d/b/a SOLARUS**, a Wisconsin corporation, hereinafter referred to as the "Company" and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the "Union";

WITNESSETH:

WHEREAS, the National Labor Relations Board, Eighteenth Region, Minneapolis, Minnesota, in its Order dated May 21, 1945 (Case No. 18-B-1275) did certify THE TELEPHONE GUILD OF WISCONSIN (now known as the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO) as the exclusive Representative of all of the employees of the Company, "except the managers, supervisors, line foremen, plant superintendents, and all office employees", in matters relating to the rates of pay, wages, hours of employment, and other conditions of employment; and

WHEREAS, the Company hereby recognizes the Union as the sole collective bargaining agent for all of its employees, with the exception stated above, they hereinafter being referred to as "Employees";

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

ARTICLE I

JURISDICTION OF WORK

- 1.01 Definition of Work Covered: The work covered in the Agreement shall consist of all the work now customarily performed in the Company's Plant Department.
- 1.02 No Work by Supervisors: Plant work shall not be performed by Supervisory or other than Plant Personnel except in emergencies and when no Plant employee is available.

ARTICLE II

AVOIDANCE OF DISCRIMINATION

- 2.01 Membership: The Company agrees that it will not discriminate in any manner against any employees because of membership in, or activities on behalf of the Union.
- 2.02 Time Off for Union Business: The Company agrees to grant any employee designated by the Union, the necessary time off to carry out the business of the Union, without discrimination against the said employee; however, a deduction in wages for the period of time absent will be made.
- 2.03 No Loss of Pay for Union Business: The Company agrees that no Union Representative shall suffer a loss in salary while attending any joint Union-Company meeting, or for reasonable traveling time both before and after such meeting, subject, however, to the rules and regulations issued by the National Labor Relations Board or such other legislation as may apply.

ARTICLE III

MANAGEMENT RIGHTS

- 3.01 Company's Right to Manage its Business: The management of the Company's operations and the direction of the working forces shall be retained by the Company to be exercised in its sole discretion except for any right(s) specifically and explicitly restricted in the Agreement. The Company has the right, in its sole discretion, to operate its business in an efficient and economical manner, and to establish or modify standards of performance for all activities. Nothing in this Agreement shall be construed to limit or in any way restrict the right of the Company, in its sole discretion, to subcontract work or to modify, adopt, install or operate, new or improved equipment and/or methods of operation. Except as specifically and explicitly provided herein, the Company retains all rights it had prior to the signing of this Agreement, whether or not any of such rights might be construed to involve mandatory or non-mandatory subjects of bargaining, to be exercised in its absolute and sole discretion, regardless of whether any of such rights were exercised heretofore or not.

- 6.03 Consolidation of Proceedings: Grievances involving the same act or issue may be consolidated in one arbitration proceeding provided the grievances have been processed through the grievance procedure by the time the parties meet to select the arbitrator.
- 6.04 Function of Arbitrator: It is understood and agreed that the function of the arbitrator shall be solely to determine whether there has been a violation of the express terms of this agreement. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this agreement. The decision of the arbitrator, if within the scope of his/her authority, shall be final and binding upon the parties, except that the arbitrator's decision on arbitrable matters shall not be entitled to deference in any suit to enforce, vacate, modify or set aside the award, and the reviewing court shall examine such issues *De Novo*. The parties recognize that this Agreement to arbitrate is contractual and there is no requirement that any grievance filed, based on facts occurring after the expiration of this Agreement, be submitted to arbitration.

ARTICLE VII

PAYROLL DEDUCTION OF DUES

- 7.01 Dues Checkoff: The Company agrees to make payroll deductions of Union dues and initiation fees or the equivalent thereof when authorized to do so by the employee on a form as set forth below in an amount as certified to the Company by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts so deducted.

(Form to be used)

NAME _____ LOCATION _____
PRINT (Last) (First) (Mid. Init.)

The undersigned hereby authorizes Solarus dba The Wood County Telephone Company to deduct from my wages an amount equal to an initiation fee and the regular monthly dues as certified to the Company by the Secretary-Treasurer of the Communications Workers of America and remit the same to the Secretary-Treasurer of the Communications Workers of America or its duly authorized agent.

This authorization may be revoked by me at any time by written notice to the Company.

This authorization shall be effective the first day of the month following the date it is received by the Company.

_____ *Residential Address* _____ *Signature of Employee* _____
 City or Town _____ State _____ Zip Code _____
 Date Received by Company _____ Date Effective _____

7.02 Employee Information: Each month the Company will provide the Union with the following employee information:

1. Name and rate of pay for each employee added to the bargaining unit during the previous month.
2. Name of each employee removed from the bargaining unit.
3. Any change in employee name in the bargaining unit during the past month.

7.03 COPE Checkoff: The Company agrees to make payroll deductions of COPE dues when authorized to do so by the employee on a form as set forth by the union in an amount as certified to the Company by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts so deducted.

ARTICLE VIII

WAGE SCHEDULES

8.01 Exhibit I: Attached hereto and made a part of this Agreement is Exhibit I which indicates the wage practices, wage rates, job titles, job classifications and schedules of wage progression increases to be in effect for the term of this Agreement or any renewal thereof.

8.02 New Job Titles and Wage Rates: The Company agrees to notify the Union promptly in writing of any new job titles, and wage rates attached thereto, which the Company may establish. When a new job title has been established that would properly come within the scope of this Agreement, the rates of pay fixed by the Company for such new job title shall be subject to bargaining at the request of the Union, provided, however, that such request by the Union shall be made within thirty (30) days of such notification of the establishment of the new job title. It is further provided that when an agreement is reached between the Company and the Union on a rate of pay different from the one established by the Company, the later established rate of pay shall be retroactive.

ARTICLE IX

VACATIONS

9.01 Vacations According to Length of Service: Regular full time employees shall be allowed vacations depending on their term of employment as follows:

- (a) Employees who have been in the service one year will be granted one week vacation.
- (b) Employees who have been in the service two years will be granted two weeks vacation.

- (c) Employees who have been in the service over seven years will be granted three weeks vacation.
- (d) Employees who have been in the service fifteen years will be granted four weeks vacation.
- (e) Employees who have been in the service twenty-five (25) years will be granted five weeks vacation.
- (f) Employees who have completed six (6) months or more of service may schedule and take their vacations any time during the vacation year in which they have earned vacation time in accordance with the above schedule.

9.02 Vacation Pay:

- (a) Payments to regular Central Office full time employees for vacations shall be in an amount equal to the employee's basic weekly wage rate, plus any tour differential in effect for that employee in the first week preceding the start of the vacation.
- (b) Payment to a part-time employee for each week of vacation shall be made in an amount equal to the average of the regular basic rate payments, including evening and night differentials, to which the employee was entitled during the four weeks preceding the vacation.

9.03 Vacation Year:

- (a) The time for giving vacations will not be restricted to any particular season of the year. The Company, however, reserves the right to determine the schedule of vacations consistent with the requirements of the business. Vacation schedules will be prepared by work group, and shall be posted and selected on the basis of seniority.
- (b) The Vacation Year shall be from April 1st through March 31st for the following calendar year, and shall consist of 52 full weeks beginning and ending with the vacation schedule as posted.

9.04 Vacation Selection: The vacation year shall be divided into two parts for purposes of vacation selection. Part I is April 1st (Sunday closest) to September 30th (Saturday closest) inclusive. Part II is the rest of the vacation year. Any employee entitled to three, four or five weeks of vacation may select one or two weeks in Part I, and the balance of the employee's vacation in Part II, select all of the employee's vacation in Part II, select two weeks of vacation in Part I and make the selection of the balance of the employee's vacation in any part of the schedule after all employees in the vacation group have had their choice. An employee entitled to one week or two weeks of vacation may select from any weeks available.

9.05 No Carryover: All vacations shall be taken within the vacation year and neither the whole nor any part shall be permitted to accumulate to be taken in a subsequent year.

- 9.06 No Modification: An employee's vacation assignment shall not be modified because of illness or accident which occurs after a vacation has begun.
- 9.07 Pay Upon Termination of Employment: An employee whose services are being terminated for any reason other than discharge for cause shall be granted a payment for any vacation to which the employee has become eligible in accordance with the vacation procedure in this Article.
- 9.08 Week of Vacation: A week of vacation shall be understood to mean a period of seven (7) consecutive days, beginning on Sunday and ending on Saturday.
- 9.09 Payment for Holiday: An additional day's vacation with pay shall be given to employees whenever an observed holiday, as referred to in Article XI, occurs during an employee's vacation. Such day shall be taken the last scheduled day preceding or the first scheduled day following said vacation period.
- 9.10 Prorated Vacation: Regular full time employees who have been in the service for twenty-four (24) months or more will, upon termination of their employment and upon two (2) weeks notice, be given a pro-rated vacation payment for that part of the year for which they have not received a vacation.
- 9.11 Day-At-A-Time Vacation Option: Employees eligible for two (2) or more weeks of vacation may use one (1) week to be taken on a day-at-a-time basis. Employees eligible for three (3) or more weeks of vacation may use two (2) weeks to be taken on a day-at-a-time basis. If this is done, one (1) or two (2) full week(s) will be scheduled and reserved pursuant to Section 9.04 of the contract. The period during which the reserved week(s) may be scheduled pursuant to this paragraph shall extend through the last full calendar week of March of the following calendar year. A week containing a holiday(s) may not be selected as a reserve week.
- (a) During the initial opportunity to select vacation, employees may select full weeks of vacation only per Section 9.04 of the contract. Each opportunity for selection of vacation will be made by seniority within the vacation group. After all employees in the vacation group have had their initial choice of vacation, the second opportunity may be used to select a reserved week or additional week(s) of vacation. The third opportunity for selection may be used to select a second reserved week or additional week(s) of vacation. Employees may select a calendar day of vacation from the reserved week(s) on a day-at-a-time basis at the same time that reserved vacation weeks are selected; however, the Company reserves the right to determine the scheduling of single vacation days consistent with the requirements of the business. Such single vacation days must be taken on a week day -- Monday through Friday. The floating holiday may not be selected until after all vacation selections have been made.
- (b) Other calendar days of vacation including the floating holiday, must be requested reasonably in advance of the day desired. These vacation days shall be granted, consistent with the requirements of business, on the basis of the earliest request.

- (c) Preference in the selection of vacation days shall be given to employees on the basis of seniority except as provided in (b) above.
- (d) Plant employees, except under unusual circumstances, must request such vacation at least seven (7) days prior to the day or days they wish to use such vacation. Vacation days are to be used Monday through Friday.

A full week or portions of a week that have not been used on a day-at-a-time basis prior to a reserved week must be taken during the reserved week as scheduled.

ARTICLE X

PAYMENT FOR TIME NOT WORKED

10.01 Absence Due to Illness or Non-Work Related Injury: Short Term Disability Benefits. All employees shall be paid for absence due to the employee's own illness or non-work related injury during the first seven (7) days of such disability as follows:

- (a) Less than 1 year's service -- no payment;
- (b) 1 to 2 year's service -- payment for the 3rd, 4th and 5th working days;
- (c) 2 to 5 year's service -- payment on the 2nd, 3rd, 4th and 5th working days;
- (d) 5 years and over -- payment for all working days.

Such payments are not considered accrued benefits.

10.02 Payment for Uncompleted Tour: An employee with five (5) or more years of service who reports for a scheduled tour and later is excused from work because of illness, or non-work related injury will be paid for the remaining scheduled hours of the tour.

10.03 Disability Benefits Schedule: An employee with less than five (5) years of service who reports for a scheduled tour and later is excused from work because of illness will be paid only for the actual hours worked that day. If the employee agrees, and work is available, the employee will be permitted to make up the absent time not paid for on another non-scheduled day during that week. Such make-up time will be on a straight-time basis.

Commencing with the eighth (8th) consecutive calendar day of absence due to the employee's own illness or non-work related injury, the following benefits will be paid:

<u>Term of Employment</u>	<u>Benefits</u>
6 months to 2 years	Half pay 52 weeks
2 to 5 years	Full pay 4 weeks; half pay 48 weeks
5 to 15 years	Full pay 13 weeks; half pay 39 weeks
15 to 20 years	Full pay 26 weeks; half pay 26 weeks
20 to 25 years	Full pay 39 weeks; half pay 13 weeks
25 years or more	Full pay 52 weeks

- (a) "Full pay" and "half pay" for the purposes of this paragraph shall be based on the number of hours per week constituting the employee's normal service under the employee's contract of hiring, not including overtime, and shall be computed at the employee's rate of pay and length of service at the time the disability began, provided, however, that the benefits shall at no time exceed the pay which the employee would receive, based on the employee's rate of pay and the general schedule of hours per week constituting a full week's service at the time the disability began.
- (b) Short-Term Disability Benefits shall begin on the eighth (8th) calendar day of absence due to disability provided, however, that if an employee has received Disability Benefits for any period and is again absent on account of disability within two weeks after the termination of such period, any benefits on account of such further disability shall begin on the first day of absence instead of on the eighth (8th) day.
- (c) Successive periods of disability shall be counted together as one period in computing the period during which the employee shall be entitled to benefits; except, that any disability occurring after an employee has been continuously engaged in the performance of duty for thirteen (13) weeks, shall be considered as a new disability, and not as part of any disability which preceded such period of thirteen (13) weeks.
- (d) Employees shall not be entitled to receive Short Term-Disability Benefits for time for which any wages are paid to them by the Company.
- (e) All Short-Term Disability Benefits shall be a charge to the operating expense of the Company when, and as paid. Short-term Disability Benefits are not considered an accrued benefit and are only available as set forth above.

10.04 Short-Term Disability Benefits in Cases of Maternity:

- (a) The provisions of Section 10.01 through 10.03 shall apply to all periods of disability attributable to maternity.
- (b) An employee who has been released to return to work following delivery may request a personal leave of absence for purposes of child rearing, not to exceed three (3) months. Such leave shall be unpaid, except that seniority shall accrue up to a maximum of six (6) months total (disability leave plus personal leave). Such leave shall be in accordance with the provisions of Section 10.14.

10.05 Military Training:

- (a) Employees in the Armed Forces Organized Reserves and the National Guard may normally arrange for an absence not to exceed two weeks or fifteen (15) days for active duty training, emergency service or for authorized special training courses in a calendar year.

- (c) Personal time off will consist of all time from leaving the work station until return to the work station.
- (d) Scheduled personal time will not be altered due to illness or other absence.
- (e) Personal time must be used during the vacation calendar year.
- (f) A session is the continuous four hour time, including the relief period, within which an employee works without a meal period or longer interval occurring.
- (g) Employees will be allowed to split (2) two four-hour sessions into two-hour sessions in a vacation year. These (4) four two-hour sessions would have to be used at the beginning or the end of the scheduled tour.

10.14 Family and Medical Leave:

- (a) Family Leave -- An eligible employee will be allowed a leave of absence in cases of serious health conditions involving a parent, child, spouse or domestic partner in connection with the birth, adoption or foster care placement of a child, to care for a service member or in connection with a qualifying exigency related to such member's covered active duty or call to action duty in accordance with and to the extent allowed by applicable state or federal family and medical leave laws. Such leave shall be unpaid except to the extent the employee elects or is required to use accrued paid leave as permitted under applicable state or federal law.
- (b) Medical Leave -- The provisions of Sections 10.01 -- 10.03 shall apply to absences attributable to the employee's own serious health conditions and shall be construed in accordance with applicable state and federal family and medical leave laws.

ARTICLE XI

HOLIDAY WORK AND PAYMENTS

11.01 Designated Holidays:

- (a) The following holidays are hereby designated as holidays for all localities:

New Year's Day	Thanksgiving Day
Good Friday	The last scheduled tour
Christmas Day	preceding Christmas Day
Memorial Day	Independence Day
Labor Day	Two (2) *Floating Holidays

- (b) When an authorized holiday falls on a Sunday, Monday is observed as the holiday. All authorized holidays will be considered as paid holidays.

- (c) When an authorized holiday falls on a Saturday, it shall be observed on the preceding Friday, except in the Service, Engineering, Construction and Supply Departments for employees who are scheduled Saturday, and in these cases, it will be observed on the scheduled Saturday holiday.
- (d) For employees that have a scheduled Tuesday through Saturday work tour, when a recognized holiday falls on an employee's day off, the employee shall have the option of electing either a paid holiday allowance during that week (Monday through Friday) or a day off with pay at their basic rate.

*Floating Holidays: The floating holiday(s) selection will be made after the vacation selection process. The floating holiday(s) will be taken Monday through Friday. Once scheduled, it shall not be changed.

11.02 Payment for Time Worked on a Holiday:

- (a) Two and one-half times the hourly basic rate for the time worked. (No additional payment will be made for the overtime worked.)
- (b) In addition, any evening or night differential associated with the assigned tour.

11.03 Payment for Holidays Not Worked:

- (a) A full-time employee not assigned to work shall be paid the daily basic wage for the day, plus the evening differential or night differential associated with the last tour the employee worked. As an exception, no payment will be made if the holiday falls during a leave of absence.
- (b) An employee assigned to work on a holiday, but who is absent, shall receive no payment for the holiday except as provided in, but not superseding, Article X.
- (c) When a holiday falls on an employee's non-scheduled day, such employee shall receive the daily basic wage for the day.
- (d) The employee shall not be required to take time off on another day of the week because of regular time worked on a holiday.
- (e) No payment for absence due to an observed holiday will be made when an employee is unexcused without pay on the last scheduled working day preceding the observed holiday, the observed holiday and/or the first scheduled working day following the observed holiday.

11.04 Payment While Receiving Other Compensation: No holiday pay or compensating time off will be given during any time the employee is receiving other compensation.

ARTICLE XII

OVERTIME

12.01 Time and One-Half Pay over 40 Hours: Wages at the rate of time and one-half will be paid to employees shown in Exhibit I for all work performed under the following conditions:

- (a) Work in excess of forty (40) hours paid on a straight time basis in any one week.
- (b) Work on a non-scheduled day.
- (c) Work on a Sunday.
- (d) Payment at the rate of two (2) times the straight time rate will be made to regular full-time employees for time worked in excess of fifty-six (56) hours in a *calendar week.

*A calendar week for the purposes of this provision is a period of seven (7) days, beginning at 12:01 A.M. Sunday and ending at 11:59 P.M on the following Saturday.

12.02 Time and One-Half Pay over 8 Hours: Wages at the rate of time and one-half (1 1/2) will be paid employees as shown in Exhibit I for all work performed in excess of eight (8) hours in any one day or, except as otherwise provided herein, for work performed on an observed holiday.

ARTICLE XIII

PLANT DEPARTMENT

NON-SCHEDULED TOURS AND CALL-OUTS

13.01 Non-Scheduled Tours of Duty: Non-scheduled tours of plant employees worked on a non-scheduled day will be for a minimum of four (4) hours.

13.02 Call-Outs: Call-Outs not continuous with a scheduled tour will be for a minimum of two (2) work hours at the overtime rate.

13.03 Travel Time: Actual travel time shall be allowed but not to exceed fifteen (15) minutes to and fifteen (15) minutes from a report center.

Note: A non-scheduled tour is any work assignment outside of a scheduled tour, excepting overtime and call-outs.

ARTICLE XIV

PLANT DEPARTMENT

WORK TOURS

- 14.01 Work Day and Work Week Defined: Eight (8) hours per day shall constitute the basic work day and forty (40) hours per week, the basic work week. Work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week shall be compensated at the rate of time and one-half.
- 14.02 Changes in Work Schedule:
- (a) Work tours shall be scheduled one week in advance, which schedules shall be posted, or otherwise made available, not later than Thursday of the previous week. The Company shall post holiday schedules, including the New Year's Eve schedule, at least fourteen (14) days before the holiday.
 - (b) Changes may be made at any time after posting until midnight on Friday of the preceding week.
- 14.03 Distribution of Overtime: The Company will endeavor to distribute overtime work as equitably as practicable among the employees in their particular departments. PLANT EMPLOYEES, when required to work on a Saturday, will be permitted to work a minimum of four (4) hours.
- 14.04 Week Defined: A week is the calendar week beginning on Sunday and ending on Saturday.
- 14.05 Tour Defined: A tour is the time assigned for an employee to be on duty on any given day and includes relief, but excludes meal periods. The starting time of a tour determines the day on which the tour occurs.
- 14.06 Relief Period Defined: A fifteen (15) minute relief period in each four (4) hour session shall be given not sooner than one and one-half (1 1/2) hours after the start of the session, or later than one and one-half (1 1/2) hours before the end of said session.
- 14.07 Time Worked Defined: Time worked consists of:
- (a) Time actually worked;
 - (b) Relief periods;
 - (c) Time falling within, and only within, the assigned tour which is spent in joint meetings between Company and the Union.
- 14.08 Basic Work Week Defined: The first five (5) full-time tours which are worked in a week counting holiday and Sunday tours worked.

- 14.09 Weekly Basic Wage Defined: The weekly basic wage rate is the rate paid at straight time for five (5) full-time tours worked. This rate does not include tour differentials, or differentials for certain days, such as Sundays and holidays.
- 14.10 Daily Basic Wage Rate Defined: The daily basic wage rate is defined as one-fifth (1/5) of the weekly basic wage rate.
- 14.11 Hourly Basic Wage Rate Defined: The hourly basic wage rate is the rate determined by dividing the daily basic wage rate by the number of hours constituting the employee's full tour for a specific day.
- 14.12 Tour Differentials Defined: A tour differential is the payment over and above the daily basic wage rate made to employees working evening and night tours.
- 14.13 Regular Full-Time Employee Defined: A regular employee who is regularly scheduled to work a full normal work week.
- 14.14 Part-Time Employee Defined: A regular employee who is normally scheduled to work total hours per week, which are less than the normal work week.
- 14.15 Occasional Employee Defined: An employee engaged for a short period of time to relieve some temporary force shortages.
- 14.16 Net Credited Service: Net credited service shall mean continuous employment, less deductions for leaves of absence, and less periods of absent time on account of temporary layoffs in excess of six (6) months in any period of twelve consecutive months. In the case of an employee who has had previous credited service of six (6) months or more credit is allowed for such service after five (5) years of continuous employment as determined above.
- 14.17 Service Accumulation for Part-Time Employees: A part-time employee will accumulate service on the number of basic hours worked. When an employee has worked 2,080 hours, the employee shall be credited with one year of service.

ARTICLE XV

SENIORITY

- 15.01 Layoffs and Promotions: Seniority shall be the determining factor in matters affecting layoffs, re-employment after layoffs, transfers, vacations and choice of tours. Promotions to positions covered by this Agreement shall be based on seniority, when the employee has the necessary ability and qualifications to perform the job. Seniority shall be determined by the continuous service of the employees affected.
- 15.02 Written Request for Transfer: Employees who desire consideration for promotions or transfers must submit their requests in writing on an established form for such purposes.

15.03 Job Postings: The Company agrees to post job openings covered by this Agreement for a period of five (5) working days.

15.04 Leave of Absence:

- (a) Employees who for good personal reasons request leaves of absence will be granted such leaves for specific periods of time if the requirements of the business permit. Such leaves shall not constitute a break in service of the employee, but the employee will not accumulate service during the period of leave except for the first thirty (30) days of leave. Upon the expiration of a leave, the employee will be returned to the same job or equivalent job with the same service credit for all purposes as the employee had when the employee went on leave, if no reduction in the work force has been made due to economic conditions to such an extent that the employee would have been laid off if the employee had not been on leave.
- (b) An employee granted a leave of absence will be given a vacation with pay in accordance with the following schedule. The number of vacation weeks allowed will be reduced by the amount of any previous vacation taken within the current vacation year.
- (c) If the employee returns within the same vacation year in which the employee's leave of absence began, the employee will be granted any unused vacation with pay to which the employee is eligible under the following schedule. Such vacation with pay shall be taken during the employee's regularly scheduled vacation period if the employee returns before that time.

VACATION ELIGIBILITY SCHEDULE

<u>Weeks to Which Eligible</u>	<u>Full Months Worked in the Calendar Year</u>	<u>Number of Weeks Allowed</u>
1	6	1
2	3	1
2	6	2
3	2	1
3	4	2
3	6	3
4	2	1
4	4	2
4	5	3
4	6	4
5	2	1
5	4	2
5	5	3
5	6	4
5	7	5

The allowance provided in the above table will be reduced by the amount of any previous vacation taken within the current vacation year.

ARTICLE XVI

COMPETITIVE EMPLOYMENT

- 16.01 Dismissal and Legal Proceedings: Any employee engaging in activities to promote or assist in the sale, maintenance, repair, design, construction or installation of communications equipment or systems competitive with services provided by the telephone company will be subject to immediate dismissal. The Company will initiate appropriate legal proceedings against such individual whenever circumstances warrant.

ARTICLE XVII

TERMINATION PAYMENTS

- 17.01 Reasons for Payment: A termination payment, plus compensation for any vacation to which the employee is entitled, at the time of leaving the Company service --
- (a) Will be paid to a regular full-time employee laid off because of lack of work.
 - (b) May be offered by the Company as an inducement to terminate an employee's service in case there is a definite program for a reduction in the work force.
 - (c) May be paid at the discretion of the Company to an employee whose services are terminated for reasons such as inability to adapt or to properly perform the duties of the job assigned.
- 17.02 Amount of Payment: The amount of a termination payment will be based on the employee's rate of pay and net credited service at the time of leaving the service, computed in accordance with the following schedule:
- One week's pay for each completed year of net credited service up to and including twelve (12) years of service.
- 17.03 Re-Employment: If an employee who has received a termination payment is re-engaged and the employee's services are again terminated, the term of employment used in computing any termination payments allowable will include only the period of continuous employment since the date of last re-engagement.
- 17.04 Repayment by Payroll Deduction: If an employee who has received a termination payment is re-engaged and the number of weeks since the date of termination is less than the number of weeks' pay received by the employee as termination payment, exclusive of any payment in lieu of vacation, the amount paid to the employee for the

excess number of weeks will be considered as an advance to the employee by the Company and repayment will be made through payroll deductions at the rate of ten (10) percent of the basic wage rate until the amount is fully paid.

ARTICLE XVIII

BAD WEATHER

- 18.01 No Loss of Time: No time will be lost by craft employees who report for duty at the regularly scheduled starting time, who perform no work because of bad weather.

ARTICLE XIX

BULLETIN BOARDS

- 19.01 Company Provides Bulletin Board: The Company agrees to install bulletin boards provided by, and for the exclusive use of, the Union in locations mutually agreeable, and subject to the provisions of S.19.02 of this agreement.
- 19.02 Consent of Company Prior to Posting: The Union agrees to post notices only concerning elections, meetings, reports and other official Union business. Should the Union desire to display any other subject matter, a mutual understanding shall be reached with the Company Representative in charge before such printed matter is posted.

ARTICLE XX

PLANT DEPARTMENT

TEMPORARY ASSIGNMENT

- 20.01 Temporary Supervision: In the absence of a supervisor, arising as a result of vacation, leave of absence, sickness or other reason, and when in the opinion of the Company the supervision of the employees normally reporting to said person cannot be handled by another supervisor, the Company may appoint one (1) employee to temporarily supervise the activities of the other employees; also, a Plant Department employee may be designated by the employee's supervisor to be in charge of work operations, where three (3) or more employees are involved. The In Charge person shall not take disciplinary action, prepare performance appraisals or make value judgements regarding other employee's performance.
- 20.02 Differential Payments: Differential payments under the above appointments will be made at the rate of \$10.00 per day.

ARTICLE XXI

TOOLS AND MISCELLANEOUS

- 21.01 Tools: The Company will furnish all tools necessary to perform work assignments. Any replacement of tools deemed necessary by the Company will be furnished by the Company without cost to the employee, except where negligence, destruction or loss is evident, in which case the employee will be billed for the Company's replacement cost thereof.
- 21.02 Commercial Driver's License: The Company will reimburse the CDL renewal license fee charged employees who receive a Commercial Driver's License, less the cost of the regular renewal license fee. This provision applies only to regular non-probationary employees.
- 21.03 Safety Shoes: Upon proof of purchase, the Company will reimburse employees up to **\$75** each calendar year for purchase of safety footwear which fulfill the current American National Standards Institute (ANSI) safety standards. Employees who receive reimbursement will be required to wear ANSI approved safety footwear immediately, and in any event, all employees required by the Company to do so must wear safety footwear which fulfill the then current ANSI requirements, with a minimum compliance rating of 75.
- 21.04 ***Uniforms. All employees shall wear Company issued uniforms while on duty. The Company shall provide a sufficient number of uniforms, as well as laundering of such uniforms, at no cost to the employee. Employees may select items of clothing from an approved list of uniform options provided by the Company. Employees shall be responsible for any lost article of clothing and for clothing which is damaged due to gross negligence on the part of the employee.***

ARTICLE XXII

WORK FORCE ADJUSTMENTS

- 22.01 Reduction in Work Force: When any condition arises which reduces the work load to the extent that reduction in the work force or spreading of work is required, the Company may, at its discretion, make such disposition of employees, with less than one (1) year's service, as it sees fit.
- 22.02 Reduction Procedure: If the condition is of such a nature as to require further work force adjustments than is permitted in S.22.01, the parties hereto agree to negotiate a formula or plan to govern additional layoffs or work spread. If no such agreement can be reached, the following procedure will be used:

Plant Department --

layoff shall be by seniority within job classifications.

Surplus Plant Department employees subject to layoff may bump to another job classification within the same Group Class Schedule, or a lower Group Class Schedule if, after a brief familiarization, the employee is capable of performing that job in a period not to exceed thirty (30) working days.

- 22.03 Rehiring: In rehiring employees laid off under the provisions outlined above, the Company shall offer employment to regular full-time laid off employees having the longest continuous service who, at the time of layoff, were performing service essentially the same as that required for the vacancy; provided, however, that the period of layoff of such former employee does not exceed one (1) year and also that the employee's continuous service is in excess of one year. Such former employee must meet the requirements of the available job as determined by the Company.

ARTICLE XXIII

FEDERAL OR STATE LAW

- 23.01 Affect on Contract: Should any federal or state law, or the final determination of any court of competent jurisdiction, at any time, affect any provision of this agreement, such provision shall be construed as having been changed to the extent necessary to conform to such law or decision.

ARTICLE XXIV

DISCOUNTED TELEPHONE SERVICE

- 24.01 Six Months Service: All employees, or retired on pension, who have six (6) months or more of service shall be granted discounted local telephone access line rates equal to 50% of the residence access of the class of service used by such employee.
- 24.02 Fifteen Years Service: All employees who have fifteen (15) years or more of service, or who retired on pension with fifteen (15) or more years of service, shall be granted discounted telephone local access charges equal to 100% of the residence access charge of the class of service used by such employee or pensioner.
- 24.03 Limitation on Discounted Service: If both spouses are employees, only one (1) discounted telephone service will be available per household.
- 24.04 Limitation on Telephones: All employees will be entitled to two (2) residence standard telephones at either 50% or 100% discount, whichever is applicable, as provided above.
- 24.05 Telephone Directory Listing: Any employee's demand for service shall be subject to the rules of the Company. In all cases, such telephone service shall be in the name of

the employee, except, however, in the case of a married person, such service may be listed in the spouse's name; also, as to any employee residing with a parent or parents, such service may be listed in either parent's name.

ARTICLE XXV

AMENDMENTS

- 25.01 Amendment by Mutual Consent: This agreement may be amended by mutual consent of the parties. A proposal to amend by either party shall be presented to the other party in advance of the joint meeting at which such proposal is to be considered.

ARTICLE XXVI

OTHER AGREEMENTS

- 26.01 Pension Plan: The parties agree that the Company may take such steps as necessary to terminate the current defined benefit plan and to replace it with a defined contribution plan which provides for a 5% employer contribution on all wages paid to eligible employees, such contributions to commence as of the date that the defined benefit plan is deemed frozen. The 5% employer contribution shall be made to the existing 401K plan, and shall be in addition to the current employer match which is equal to 100% of the first 3% of wages contributed by the employee, and 50% of the amount contributed by the employee on wages in excess of 3% up to 5%.

Until such time as the defined benefit plan is formally terminated, covered employees shall be eligible to participate in and receive the benefits provided for under such plan. Upon termination of the defined benefit plan, active participants in the defined benefit plan shall be eligible for a lump sum distribution of their then vested account balance. The termination of the defined benefit plan shall be done in accordance with the terms of the plan and all applicable regulations.

Once the new defined contribution plan is established, it is agreed that during the term of this Agreement, that no change shall be made in such plan without the mutual agreement of the parties, except for minor changes which may be required from time to time to conform with governmental regulations. Any change which reduces benefits or restricts eligibility to participate in the plan shall not be considered a minor change.

- 26.02 Health Insurance Benefits: Health insurance benefits, as negotiated from time to time, will be provided. The premiums for such insurance will be paid eighty percent (80%) by the Company and twenty percent (20%) by the employee.
- 26.03 Dental Insurance Benefits: Premiums for the insurance coverage will be paid eighty percent (80%) by the Company and twenty percent (20%) by the employee.
- 26.04 Vision Service Plan: Premiums for this coverage will be paid eighty percent (80%) by the Company and twenty percent (20%) by the employee.

- 26.05 Drug and Alcohol Abuse Policy: The Union agrees to support the Drug and Alcohol Abuse Policy as passed by a Resolution of the Company's Board of Directors on June 29, 1990.
- 26.06 Lymerix Immunizations: The Company agreed to pay 50% of the series of three (3) Lymerix immunizations, if received at the Company's immunization clinics to be held on Company grounds.

ARTICLE XXVII

MILITARY LEAVE OF ABSENCE

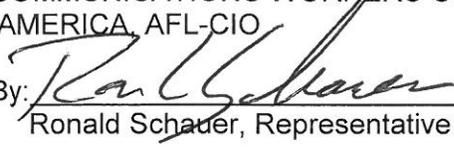
- 27.01 State and Federal Laws: The Company and Union agree to abide by all state and federal laws as applicable to military leaves of absence.

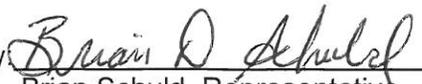
ARTICLE XXVIII

TERMINATION, EXTENSION AND
EFFECTIVE DATE OF AGREEMENT

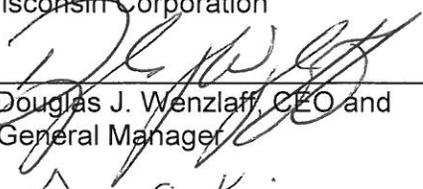
- 28.01 Notification Prior to Termination: Either party may terminate this Agreement by notifying the other party in writing at least sixty (60) days prior to **July 7, 2018**. If no such notice of termination is given, this Agreement shall automatically continue in full force and effect after the above time and date until terminated by sixty (60) days written notice given by either party to the other, expressly stating its intention to terminate this Agreement, in which case this Agreement shall terminate at 11:59 P.M. on the sixtieth (60th) day following the receipt of such notice. Within thirty (30) days after receipt of any notice hereunder, the Union and Company shall commence collective bargaining in respect to a new Agreement. It is the intention of the parties to conduct their negotiations at such time and in such manner so as to seek to reach agreement on a new contract on or before the termination date of this Agreement.
- 28.02 Successors and Assigns: This Agreement shall be binding upon the parties and their respective successors and assigns.
- 28.03 Effective Date: This Agreement shall be effective as of the date first set forth above.

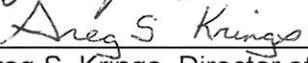
COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO

By: 
Ronald Schauer, Representative

By: 
Brian Schulz, Representative

WOOD COUNTY TELEPHONE COMPANY,
a Wisconsin Corporation

By: 
Douglas J. Wenzlaff, CEO and
General Manager

By: 
Greg S. Krings, Director of Finance/
Controller

CABLE SPLICER'S
HELPER

Assists a cable splicer in preparation of becoming a cable splicer's technician, in all phases of work.

WAREHOUSE SPECIALIST

Performs work associated with shipping and receiving materials. Monitors levels and procurement needs of materials at warehouse. Re-packaging of returned equipment to be used or shipped back to vendor. Housekeeping duties of warehouse and remote offices.

WAGE SCHEDULE
EXHIBIT 1 - PLANT DEPARTMENT EMPLOYEES

CLASSIFICATION

SCHEDULE A

	7/6/14	7/5/15	7/3/16	7/2/17
Months	<u>HOURLY WAGE</u>	<u>HOURLY WAGE</u>	<u>HOURLY WAGE</u>	<u>HOURLY WAGE</u>
00-06	16.34	16.75	17.17	17.60
07-12	17.71	18.15	18.60	19.07
13-18	19.04	19.52	20.01	20.51
19-24	20.42	20.93	21.45	21.99
25-36	21.79	22.33	22.89	23.46
37-48	23.85	24.45	25.06	25.69
49-60	25.85	26.50	27.16	27.84
61-72	27.94	28.64	29.36	30.09
73-84	29.96	30.71	31.48	32.27
85 mos and over	31.56	32.35	33.16	33.99

SCHEDULE B

	7/6/14	7/5/15	7/3/16	7/2/17
Months	<u>HOURLY WAGE</u>	<u>HOURLY WAGE</u>	<u>HOURLY WAGE</u>	<u>HOURLY WAGE</u>
00-06	15.99	16.39	16.80	17.22
07-12	17.38	17.81	18.26	18.72
13-18	18.75	19.22	19.70	20.19
19-24	20.10	20.60	21.12	21.65
25-36	21.45	21.99	22.54	23.10
37-48	22.81	23.38	23.96	24.56
49-60	25.20	25.83	26.48	27.14
61-72	26.54	27.20	27.88	28.58
73-84	28.59	29.30	30.03	30.78
85 mos and over	30.99	31.76	32.55	33.36

SCHEDULE C

	7/6/14	7/5/15	7/3/16	7/2/17
Months	<u>HOURLY WAGE</u>	<u>HOURLY WAGE</u>	<u>HOURLY WAGE</u>	<u>HOURLY WAGE</u>
00-06	12.00	12.30	12.61	12.93
07-12	13.11	13.44	13.78	14.12
13-24	14.22	14.58	14.94	15.31
25-36	15.33	15.71	16.10	16.50
37-48	16.44	16.85	17.27	17.70
49-60	17.55	17.99	18.44	18.90
61-72	18.66	19.13	19.61	20.10
73-84	19.77	20.26	20.77	21.29
85 mos and over	20.88	21.40	21.94	22.49
WAGE INCREASES	2.00%	2.50%	2.50%	2.50%

Grandfathered employee

Chad Williams, the current Shopkeeper, will be reclassified to Warehouse Specialist. Chad will receive a 2% increase in his current wage rate of \$15.38 per hour effective July 6, 2014, and upon his third year anniversary (11/7/14), shall be placed in the 37-48 month rate of \$16.44 for Schedule C. He shall thereafter progress to the next step(s) upon his subsequent anniversary date(s).

PLANT DEPARTMENT
DIFFERENTIALS, PAY GROUPS AND OTHERS

Any person hired at a rate in excess of the starting rate shall be credited with the years of wage schedule service applicable to the rate at which hired and shall thereafter progress in accordance with the applicable schedule. All other employees will progress to the new wage schedule and shall further progress as set forth on this schedule.

The length of time an employee has been on the present step shall be counted in determining the time for the employee's next progression increase on the new schedule.

Double time shall be paid after 56 hours worked.

In Charge IC -- \$10.00 per day.

A differential of \$1.00 per hour shall be paid for all hours worked of a scheduled tour which begins before 6:00 A.M. or ends after 6:00 P.M. The differential is not paid for time not worked, except for Article 9.02(a) or on a holiday, unless the employee works on the holiday. The differential does not apply on overtime. The wage schedule above shall apply to the various position titles and work classifications set forth below:

<u>Group I (Schedule "A")</u>	<u>Group II (Schedule "B")</u>	<u>Group III (Schedule "C")</u>
Communications Technician Central Office Technician Cable Splicing Technician Special Equipment Installer and Technician Testing Technician Outside Plant Technician Communications Service Installer	Cable Splicer Helper	Warehouse Specialist



MEMORANDUM OF AGREEMENT

Four Ten Hour Work Schedule

SOLARUS
AND
THE COMMUNICATION WORKERS OF AMERICA, AFL-CIO

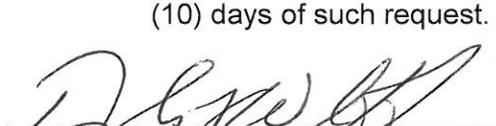
This Memorandum of Agreement is entered into effective **July 6, 2014** by and between **The Wood County Telephone Company dba Solarus** and The Communication Workers of America AFL-CIO agree to the following provisions:

1. In lieu of the current five (5) day eight (8) hour work week, the Company may assign employees to work four (4) ten (10) hour days. If assigned to a four (4) day work week, the work week may be Monday through Thursday, Tuesday through Friday, Wednesday through Saturday or any combination of two (2) consecutive days between Monday through Saturday. The Company agrees to continue its current practice of rotating Saturday work assignments for employees assigned to either a five (5) day or four (4) day work week.
2. No differential will be paid to employees if their scheduled tour begins before 6:00 a.m. or ends after 6:00 p.m.
3. Employees may request to be assigned to a four (4) day work week. Such requests shall be considered based upon the Company's staffing needs, with preference given to the most qualified senior employee in cases of competing requests. The Company's determination as to its staffing needs shall be final and not subject to review, provided such determination is neither arbitrary nor capricious.
4. Changes in the work week shall not be made on less than seven (7) day notice, except in cases of bona fide emergency.
5. Employees assigned to work four (4) ten (10) hour days shall receive time and one half for all hours worked in excess of ten (10) hours on a scheduled day.

6. Notwithstanding any other provision to the contrary, employees who are scheduled to work four (4) ten (10) hour days shall have their paid benefit time off calculated using an eight (8) hour per day benefit calculation. Where a scheduled holiday falls on the employee's regularly scheduled work day, the employee may elect to take an additional two hours paid personal time off to make up the difference between the regularly scheduled hours that day (10 hours) and the holiday benefit (8 hours), or the employee may pick up the additional hours by extending his/her work day on one or more work days within the same work week as the holiday falls. For purposes of this provision, the limitations in Section 10.13 (g) on the use of personal time off sessions shall not apply. Such changes in the employee's regular work day shall be subject to the supervisor's prior approval. The same options shall apply to other paid absences.

7. Employees assigned to a four (4) ten (10) hour work week shall have their sick leave pay benefit calculated based on their scheduled hours of work in accordance with the provision of Article 10.

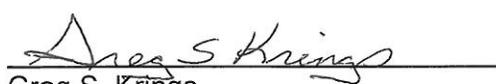
8. Either the Company or the Union may request to meet for the purpose of negotiating changes in the Memorandum of Agreement. The parties agree to meet within ten (10) days of such request.



 Douglas J. Wenzlaff
 CEO and General Manager
 Date: 7/31/14



 Ronald Schauer
 President CWA Local 4670
 Date: July 28th 2014



 Greg S. Krings
 Director of Finance/Controller



 Witness:
 Communication Workers of America AFL-CIO