

LABOR AGREEMENT

BETWEEN

**THE CHILLICOTHE
TELEPHONE COMPANY**
(A Subsidiary of Horizon Telcom, Inc.)

AND

IBEW LOCAL 578

NOVEMBER 16, 2017
TO
NOVEMBER 15, 2020

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ARTICLE 1
MEMORANDUM OF AGREEMENT

This agreement is made and entered into on the *16th* day of *November*, 2017, by and between the Chillicothe Telephone Company (A subsidiary of Horizon Telecom, Inc.), its successors, lessors or assigns, hereinafter designated as the "Company" and Local Union No. 578 of the International Brotherhood of Electrical Workers AFL-CIO, hereinafter referred to as the "Union".

This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or a portion thereof is sold, leased, transferred or taken over by sale or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. On the sale, transfer or lease of an entire operation or a portion thereof, only the specific provisions of this contract, excluding supplements or other conditions shall prevail. The company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operations covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the union not later than the effective date of the sale.

In the event this Agreement conflicts with any federal, state or local law, including federal law relating to pensions, such law shall control and govern.

ARTICLE 2
RECOGNITION

The Company hereby recognizes Local Union Number 578 as the exclusive bargaining agency for all "employees" (as hereinafter defined) in the Business Services Department, Operator Services Department and the Plant Department, excluding supervisors. The term "employee" as used in the agreement, shall include all persons who are employed in the classifications and wage rates in Article 20.

The Company has determined that it is not economically feasible to provide live operator services. Should the company choose to offer such services in the future, the Company and the Union agree to open this Agreement for the purpose of addressing issues related to the provision of those services.

ARTICLE 3 MUTUAL RESPONSIBILITIES

Whereas, the Company and the Union have a common and sympathetic interest in harmonious working relations and the adjustment of differences by rational common-sense methods to the end that the Company, the Union and the general public may be benefited, the parties hereto mutually agree and contract that during the term of this agreement:

Sec. 3.1 NO LOCK-OUT. The Company shall not lock out its employees.

Sec. 3.2 NO WORK STOPPAGE. The Union, its agents and its members shall not authorize, instigate, aid, condone or engage in any work stoppage, slowdown, strike, or willful interference with the operations of the Company and shall not influence or attempt to influence employees of the Company or anyone else to engage in any such activities. Any employees violating this section shall be subject to appropriate discipline, including discharge, by the Company.

Sec. 3.3 EQUAL OPPORTUNITY. To ensure equal employment opportunity for all, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, disability or national origin.

Sec. 3.4 CODE OF ETHICS. The Company has a Code of Ethics and agrees to abide by that Code of Ethics in dealing with the Union as a whole and the bargaining unit employee individually. The Company agrees to present changes to this Code of Ethics to the Labor/Management Council. This CBA shall supersede the Code of Ethics should the two ever be in conflict.

Sec. 3.5 CODE OF EXCELLENCE. The Union has a Code of Excellence and agrees to require its members to abide by that Code of Excellence as they perform work for the company. The Union agrees to present changes to such program to the Labor/Management Council when applicable. This CBA shall supersede the Code of Excellence should the two ever be in conflict.

ARTICLE 4 DEFINITIONS

The terms defined or referred to in this section shall have the respective meanings specified in it wherever used in this agreement and all agreements supplemental to it, except as otherwise expressly provided or unless the context otherwise clearly requires.

- a) The "basic hourly rate" is the rate to be paid to an employee pursuant to Article 21.1, exclusive of any additional pay for schedule differentials, overtime, holidays, or Sundays.
- b) The unmodified word "day" means calendar day.
- c) The word employee always refers and is limited to a person who is in the bargaining unit (see Article 2) unless modified to refer to all or other employees of the company. The unqualified word "employee" means a non-probationary employee.
- d) Being "qualified" for a given job means and requires that an employee have the ability, experience, attitude, dependability and physical fitness satisfactory to perform the duties of that job. If an individual directly affected by a management decision based on this section disputes that decision, that individual may seek resolution of the dispute through the Grievance Procedure as defined in Section 8.5.
- e) The term "workday" means any day on which an employee is scheduled to work.
- f) A "Seasonal Employee" in the plant and business services departments is hired to assist Union employees for a period of the limited duration of approximately four (4) months in any calendar year, and who may be expected to work any number of hours per week. The time of year may vary according to specific department requirements. These employees do not get fringe benefits. A seasonal employee may work independently from a Union employee for "unskilled" duties.
- g) Drop Definition – A drop is; a length of fiber or copper cable, aerial or buried, from the serving terminal to the point of demarcation at the customer premise.
- h) Broadband Services – Services provided over Chillicothe Telephone's network consisting of voice, data and video. The company's operation and maintenance (including some types of provisioning) of the company's entire network (including the Southern Ohio Health Care Network and the Broadband Technology Opportunities Program network) shall be considered to fall within this definition.

ARTICLE 5 GENERAL

Sec. 5.1 SCOPE OF AGREEMENT. This agreement expresses the complete understanding of the parties on the subjects of hours, rate of pay, and all other terms and conditions of employment, and all other matters and subjects upon which the parties have bargained, desire to bargain, or might be required to bargain. Each party expressly waives any right it might otherwise have to require the other party to bargain concerning any matters whatsoever during the term of this agreement.

Sec. 5.2 LIMITATION OF WAIVER. Either party may relinquish any obligations owed to it by the other party to this agreement, but such act shall not be considered as the relinquishment of similar obligations in the future or the waiving of subsequent obligations. No waiver of any breach of any term, condition, or obligation hereof shall be deemed to be a waiver of subsequent breaches of the same or any other nature.

Sec. 5.3 SEPARABILITY OF PROVISIONS. (a) If any term, condition, or provision of this agreement is held to be unlawful, invalid, or without effect by reason of any federal, state or local law, decision, or legal ruling, heretofore, or hereafter enacted, rendered, or issued, the remaining terms, conditions, and provisions hereof shall not be thereby invalidated, but shall remain in full force and effect. (b) The Company and the Union mutually agree to comply with all federal, state, and local laws which may, in any way, govern the relationship between the Company and the Union. "The Americans with Disabilities Act is a qualifying example".

Sec. 5.4 CAPTIONS. The captions at the beginnings of the several numbered articles and sections of this agreement are not any part of its context, but are only guides or labels to assist in the reading thereof, and are to be ignored in construing it.

Sec. 5.5 TERM OF AGREEMENT. This agreement shall become effective as of *November 16, 2017*, and continue in full force and effect through November 15, *2020*, and from year to year thereafter unless, no more than seventy-five days nor less than sixty days prior to any expiration date, either party notifies the other, in writing, of its election to terminate the agreement, in which event the agreement shall terminate on its anniversary date in the year in which the notice is given.

Sec. 5.6 LABOR/MANAGEMENT COUNCIL. A Labor/Management Council will meet regularly to facilitate effective communication. The council shall be made up of the Business Manager and two other members chosen by the Union and three members chosen by the Company. The council shall meet monthly unless it determines, by consensus, to meet more or less frequently.

The Company agrees that it will not implement major policy changes that affect the bargaining unit without first discussing such changes with the Labor/Management Council. Likewise, the Union agrees that it will typically not file a grievance against the Company without first discussing its concerns with the Labor/Management Council. Either the Union or the Company can call a special meeting for such purpose.

The intention of this council is to create a cooperative environment between management and the bargaining unit workforce that allows the company flexibility to compete effectively while respecting the rights of the bargaining unit employees. To that extent, both the Union and the Company will use their best efforts to make this process work effectively to minimize conflicts and the corresponding costs in terms of money, time and distraction.

Sec. 5.7 INDIVIDUAL FEEDBACK SESSIONS. Each employee will meet at least annually with his or her immediate supervisor to enhance open two-way conversations between management and employees. These sessions will allow the Company to recognize strong performance and establish action plans for areas of weaker performance with each employee. Likewise, these sessions will allow the employee to share best practices and suggest ways the Company might better support his or her work. No disciplinary action will be taken in such a session nor will concerns expressed be considered warnings or notifications in subsequent disciplinary actions. Either party has the right to document this session. The employee is welcome to have a union steward present if desired. *A form similar to Appendix D will be filled out during the first Feedback Session following the passage of this contract.*

ARTICLE 6 AMENDMENT

Sec. 6.1 AMENDMENT AT EXPIRATION. Not more than seventy-five days nor less than sixty days prior to any expiration date, either party may notify the other of its desire to amend the agreement, in which event the notice shall set forth the nature of the amendment or amendments desired. If the parties are unable to agree upon the proposed amendment or amendments on or before the expiration date, the contract shall expire on its expiration date, unless each party proposing an amendment or amendments shall have previously withdrawn them by written notice to the other party.

Sec. 6.2 AMENDMENT DURING LIFE OF CONTRACT. This agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, stating the effective date of the amendment, and be executed in the same manner as this agreement.

Sec. 6.3 WRITTEN NOTICE. Any notice provided for in this article shall be sent by certified mail or other method of communication agreed to by both parties. If mailed by the Company to the Union, it shall be addressed to Local Union No. 578 of the International Brotherhood of Electrical Workers AFL-CIO, P.O. Box 351, Chillicothe, Ohio 45601. If mailed by the Union to the Company, it shall be addressed to The Chillicothe Telephone Company, P.O. Box 480, Chillicothe, Ohio 45601. Either party may, by written notice to the other, change the address to which any future written notice to it pursuant to this article shall be sent.

ARTICLE 7 RIGHTS OF THE COMPANY

The Company, in the exercise of its functions of management, shall have the right to decide the policies (including but not limited to the employee handbook), methods, safety rules, direction of employees, assignment of work and equipment to be used in the operation of the Company's business; the right to determine the hours of work; the right to hire, discharge *for just cause*, suspend *for just cause*, discipline for just cause, promote, demote and transfer employees; and the right to release employees because of lack of work or for other proper or legitimate reasons, subject only to the specific provisions of this agreement, including the provision for adjustment of grievances contained in Article 8. The company further retains the latitude to take all actions necessary to comply with the Americans With Disabilities Act as well as all other federal, state and local laws. The enumeration of the above management prerogatives shall not be deemed to exclude other management rights and responsibilities not specifically included herein. The exercise of these rights by management shall not be used for the purpose of discrimination against employees of the Company.

ARTICLE 8 GRIEVANCE PROCEDURE

Sec. 8.1 SCOPE OF ARTICLE. Since the intent of this agreement is to foster a spirit of mutual cooperation and understanding, it is agreed that when a grievance cannot be avoided using the Labor/Management Council, the grievance procedure will be used for the adjustment of any dispute or disagreement which may arise between the Company and any employee represented by the Union, with the exception of the wages and wage rates for the classifications listed in Article 20. Both joint grievances of groups of employees and grievances of individual employees shall be handled under this article. When a joint grievance of a group of employees has been handled hereunder and disposed of, neither the Company nor the Union shall be required to consider any grievance of any individual member or subgroup of the group involving any of the matters, problems or complaints which were involved in the joint grievance.

Sec. 8.2 GRIEVANCE COMMITTEE. The union shall appoint a grievance committee whose names shall be furnished in writing to the Company. This committee will consist of five bargaining unit members appointed by the Union, plus the steward representing the grievant.

At the option of the Union, the members of this committee may be changed from time to time, provided that the Company is advised, in writing, of such changes. The Company agrees to recognize the appointed committee as the representative of all employees, hereinafter defined, in the Plant and Business Services Departments. It shall be the duty of the grievance committee to receive complaints, grievances, disputes or other matters which might be referred to it and which, in the opinion of its members, might affect the desired Company-Union relationship. It shall be the right of the grievance committee to investigate matters referred to it, and the Company shall meet with the committee as prescribed in Article 8.5.

Sec. 8.3 GRIEVANCE MEETINGS. No loss of time or compensation shall be incurred by appropriate Union Members agreed upon by both parties while attending grievance meetings with the Company. The company shall not be required to pay committee members for any time spent by them, which falls outside their regular working hours. The Company or the Union may invite a legal counsel and/or an International officer of the Union to attend any meeting between the Company and the grievance committee.

Sec. 8.4 UNION STEWARDS. The Union shall furnish to the Company, in writing, the names of the union stewards, not to exceed 10% of the Union workforce in number. The Company will recognize and deal with those stewards regarding grievances and other appropriate employee relations matters.

Sec. 8.5 GRIEVANCE PROCEDURE. All employee grievances shall be dealt with in accordance with the following grievance procedure. For purposes of this article the term “working days” shall be understood to mean Monday through Friday, not to include holidays or days the Company considers “non-working days”.

Initial Discussion

If an employee or group of employees has a grievance that the terms of this agreement have been violated, they should discuss it with their immediate supervisor; skip level manager, and/or the Human Resources Manager. The grievance may be presented in person by the employee or group of employees alone or accompanied by a union steward.

STEP 1

- (a) If within *ten (10)* working days, the employee feels the matter has not been resolved through initial discussions, the grievance will be put in writing along with specifics and requested outcomes and given to their immediate supervisor, skip level manager, and Human Resources Manager via either the grievant or a union representative.
- (b) The Human Resources Manager or a designated representative shall use no more than seven working days after the receipt of the grievance to provide an answer in writing.
- (c) Once an answer is given, and deemed necessary, the parties shall meet, at an agreed date and time, to discuss details and possible resolution(s) to said grievance.
- (d) If the grievance is not resolved, the union representative may carry the grievance to Step 2.

STEP 2

The Union president/business manager shall bring the grievance to the Labor Management Council for review and discussion. All decisions receiving 100% consensus approval of the council shall be final and binding to both parties and shall not be advanced to arbitration. Both parties agree to meet within 10 working days after Step 1 (c) has taken place.

STEP 3

If the grievance is not resolved pursuant to Step 2, the Union may take it to arbitration, by notifying the Company, in writing, of its decision to do so within 14 working days after the Company has answered or otherwise acted on the grievance. The arbitration shall proceed as provided in Article 8.6.

In an effort to resolve grievances, both the Union and Company agree to be open to offer and discuss resolutions before a date of arbitration is set.

Sec. 8.6 ARBITRATION. The grievance shall be decided by an impartial arbitrator to be appointed by mutual agreement of the parties hereto. The arbitrator shall have no authority to consider or render decisions with respect to the wages and wage rates for the classifications listed in Article 21, unless the job duties of a classification have changed substantially since the inception of this contract. The arbitrator shall not have the authority to change, add to, or subtract from the provisions of this Agreement, and the decision of the arbitrator shall bind all concerned parties. The compensation of, and all expenses incident to, the services of the arbitrator, including costs of a transcript for the arbitrator, shall be paid jointly and equally by the Company and the Union.

Sec. 8.7 TIME LIMITS. If a grievance is not taken to the next higher step within seven working days (or within the 14 working day limit provided at Step 3 of Article 8.5) after the Company has answered or otherwise acted upon the grievance in the preceding step, the grievance shall be considered never to have existed, unless otherwise agreed by the Company and the Union. If a grievance is not presented in writing within 28 calendar days after the occurrence of the event or omission-giving rise to the grievance, it will be considered not to have existed. If an employee infraction is not presented to the employee verbally or in written form within 28 calendar days after the Company has become aware of such occurrence it will be considered not to have existed.

ARTICLE 9 UNION MATTERS

Sec. 9.1 UNION BUSINESS. Union activities, as provided for within this Agreement, or as may be specifically approved in writing by the Company, shall be permitted on Company time and property as prescribed.

Authorized Union representatives shall be granted necessary and reasonable time off, as provided for elsewhere under the terms and conditions of this Agreement, for the reasonable processing of grievances and for joint conferences with the Company in connection with the administration of this Agreement.

Union officers and representatives desiring to leave work for the purpose of conducting Union business will first report to their immediate supervisor and request permission to leave the job, giving the reason for the request and the probable duration of the absence. In each instance, permission will be granted unless to do so would seriously interfere with the operations. In such cases, the supervisor involved will make arrangements to give the representative the requested permission as promptly as possible. Upon returning to the job, the Union representative will first contact the supervisor, before resuming work or as soon thereafter as possible.

Union representatives shall not suffer loss of pay for time lost by reason of meetings in joint conference with the Company representatives. Union representatives, with the approval of the immediate supervisor, will be permitted to meet with members individually for the purpose of discussing grievances and matters subject to the grievance procedure; however, such representatives shall handle Union business with proper regard for the Company's operational needs, and shall cooperate in good faith with the Company in keeping to a minimum the time lost from work due to Union business. If any Union representative spends excessive or unreasonable time on Union business during working hours, the Union will undertake to correct the matter upon notice from the Company.

Union representatives shall be permitted, with prior approval of the Company in each instance, time before and time after normal working hours on Company property, without pay, as necessary in the pursuit of the legally and contractually recognized Union duties, including the processing of the portion of grievances, that do not include joint meetings with the Company.

At the request of the Union, the Company shall recognize and grant a Leave of Absence not in excess of one (1) month in duration for any two (2) employees designated by the Union for the purpose of attending a convention, educational or training program or other activity, provided a notice of at least one (1) week in advance is given the Company prior to the date of departure, and provided that such request conforms to existing departmental policy regarding the number of workers permitted off at any one time.

Sec. 9.2 GENERAL. It shall be a condition of employment that all employees covered by the terms and provisions of this agreement that are now members of Local Union No. 578 shall so remain during the life of this contract and any renewals thereof to the extent of paying membership dues and initiation fees. Any person who becomes an employee covered by the terms and provisions of this agreement shall, after 90 days of employment, become and remain a member of Local No. 578 under the same conditions. Employees having two or more years of previous experience shall be required to join the Union after 30 days of employment. Employees assigned to the classifications covered by this agreement on a temporary basis for training or experience will not be required to join the Union. However, any person who has been employed for less than 6 consecutive months since his or her last date of hire by the Company shall be a probationary employee, whether or not the employee is a member of the Union. The resolution of all questions pertaining to retention, discipline and assignment of probationary employees shall be within the sole discretion of the Company. The Company may, with the consent of the Union President, extend the probationary period when additional time is needed to evaluate a probationary employee's performance.

Sec. 9.3 UNION DUES DEDUCTIONS. Upon receipt of an individual voluntary written authorization (a copy of which is attached hereto as Appendix B), the Company agrees to deduct and forward monthly, to the local Union, the union membership dues and additional working dues from the pay of each I.B.E.W. member. The amount to be deducted shall be the amount specified in the approved local union bylaws. Such amount shall be certified to the Company by the local Union upon request by the Company. Such authorization shall remain in effect for one year or the termination of this agreement, whichever occurs first, after which an I.B.E.W. member may revoke his or her authorization by advising the Company and the Union, in writing, ten days prior to the expiration of each year period, or of each applicable bargaining agreement between the Company and the Union, whichever occurs sooner. Such notices of revocation shall become effective the month following the month in which the Company receives such written notice. (See Appendix B attached).

Sec. 9.4 COLLECTION OF DUES. The dues so collected shall be deducted by the Company from the first paycheck of the month of these employees and paid promptly to the financial secretary of the Union. The Company shall have no obligation to collect Union dues for any month in which the employee, in his or her first pay period, received (after all other deductions) pay less than the amount of such dues.

Sec. 9.5 UNION INDEMNIFICATION OF COMPANY. The Union shall indemnify and save the Company harmless against any and all claims, demands, lawsuits, or other forms of liability or expense that may arise out of or been incurred by reason of action taken by the Company in making payroll deductions of Union membership dues or in otherwise complying or attempting to comply with provisions of this Article 9.

ARTICLE 10
SICK LEAVE, SHORT-TERM DISABILITY AND
LONG-TERM DISABILITY

Sec. 10.1 GENERAL. If an employee is unable to work because of illness or injury, a major portion of his/her income can be maintained through the company's various disability plan options. Income protection in these situations is an important part of the Horizon Telcom, Inc. employee benefits program. The company currently maintains two short-term and two long-term types of disability plans. Employees must choose the long-term plan most beneficial to them. Employees may change between long-term plans. Open enrollment for such plans is held once each year for employees to make changes in these selections. Employees hired prior to November 16, 2009, may also choose between the two short-term plans. Employees may change between short-term plans only once. Open enrollment for such plans is held once each year for employees to make such a change. Employees hired after November 15, 2009 will only be eligible for the PTO plan as described below.

The first short-term plan will be referred to as the Sick Leave plan. The second will be referred to as the Paid Time Off (PTO) plan. If at any time the percentage of people choosing the Sick Leave plan goes below 10% of the union workforce, the Sick Leave plan will be discontinued and the PTO plan will become the only plan.

Employees enrolled in the Sick Leave plan shall receive short-term disability benefits as defined in sections 10.1.1, 10.2, 10.3 and 10.4 of this article and shall receive vacation benefits as described in Section 16.1 (Vacation) of this agreement. Section 16.2 (Paid Time Off) of this agreement will not apply to such employees.

Employees enrolled in the PTO plan shall receive short-term disability benefits as defined in sections 10.1.2 of this article and shall receive time off benefits as described in Section 16.2 (Paid Time Off) of this agreement. Section 16.1 (Vacation) of this agreement will not apply to such employees. Likewise, employees enrolled in the PTO plan will no longer have the right to accumulate additional sick leave days beyond November 15, 2009.

All disability claims are filed initially with the benefits management division of the department of Human Resources. Disability claims are either approved or denied by the company's independent disability insurance provider. An appeal process is included in the plan document. If a claim is approved, the employee must satisfy a zero (0) calendar day waiting period for an injury or a seven (7) calendar day waiting period for an illness before payments begin under the disability plan.

Sec. 10.1.1 Sick Leave. Sick leave, for those in the Sick Leave plan, shall accumulate at the rate of one day (8 hours) per month for employees who work at least one half of the workdays that month. Paid holidays and vacations shall be considered as days worked for this purpose. The total of accumulated days shall not exceed one hundred and forty days (1,120 hours). Sick leave benefits shall be paid by the Company at the employee's base hourly rate.

Sec. 10.1.2 Short-Term Disability (STD). Short Term Disability (STD), for those in the PTO plan, is taxable income for an employee while on an approved disability leave. Coverage is effective the first of the month following 60 days after his/her hire date. Short-Term disability is an insurance program. In the event of an illness which necessitates more than seven calendar days off, the STD benefit begins on the eighth calendar day. In the event of an accident which necessitates more than one day off, the STD benefit begins on the first day. The STD benefit schedule is as follows:

1 st week:	100% of pay
2 nd -7 th week:	80% of pay
8 th -26 th week:	60% of pay

Employees with previously accumulated sick leave days can use those days in whole day increments to substitute for 80% of pay days or 60% of pay days as described above until they have been depleted or the employee is no longer employed by the company.

Short Term Disability income will not extend beyond a six (6) month time frame per incident. The company pays premiums for the Short Term Disability insurance; there is no charge to the employee.

If discrepancies occur, the plan document will prevail.

Sec. 10.1.3 Long-Term Disability (LTD). The first long-term plan will be referred to as Long-Term Disability (LTD). The second will be referred to as Voluntary Long-Term Disability (VLTD). Coverage is effective the first of the month following 60 days after his/her hire date. Long-Term disability has a six-month waiting period, normally covered by Sick Leave/STD. This program will provide income for up to 15 years or Social Security Normal Retirement Age whichever is sooner. The employee or the company may pay the entire contribution, depending on the employee's wishes. The LTD benefit is 60% of pay.

Long-Term Disability (LTD) is taxable income for an employee whose injury/illness continues beyond the six (6) months. If approved, an employee can receive compensation through Long Term Disability insurance for a time period of up to 15 years, not to extend beyond Social Security Normal Retirement Age. The company pays LTD insurance premiums as well. Employees on LTD are reimbursed at 60% of base salary, not to exceed limits as outlined in the insurance plan design (see plan document available in the Department of Human Resources).

If discrepancies occur, the plan document will prevail.

Voluntary Long-Term Disability (VLTD) is non-taxable income for an employee whose injury/illness continues beyond the six (6) months. If approved, an employee can receive compensation from Voluntary Long Term Disability for a time period of up to 15 years, not to extend beyond Social Security Normal Retirement Age. The employee pays the premium for Voluntary Long Term Disability (VLTD) insurance on an after-tax basis. Employees on VLTD

are reimbursed at 60% of his/her gross salary, not to exceed limits as outlined in the insurance plan design (see plan document available in the Department of Human Resources).

If discrepancies occur, the plan document will prevail.

Sec. 10.2 ELIGIBILITY FOR SICK LEAVE. Except as provided in Section 10.2.1, below, to be eligible for sick leave pay, the employee must provide proof of sickness or disability in the form of a signed certificate from a licensed physician or dentist. The certificate must state that the employee was ill, disabled, or was unable to work, and it must be signed and dated appropriately. In circumstances where the employee uses sick leave for more than one day, the certificate must also state when the employee will be able to return to work.

An employee shall not be eligible for sick leave (a) who suffers any disability for which the employee is compensated under the Workers Compensation Law of Ohio, (b) who becomes sick or disabled while on a leave of absence or during the perpetration of a crime by employee, or (c) who willfully inflicts self-injury.

Sec. 10.2.1 Sick Slip Exemption. No sick slip will be required for a one-day absence due to self-sickness as long as it is not in conjunction with Holidays or Vacations. A sick slip from a physician will be required for occurrences lasting 2 or more days. In no event shall the total number of single day occurrences exceed twenty-four hours in one calendar year.

Sec. 10.3 VACATION AND SICK LEAVE. If an employee becomes ill, or is injured, while on vacation, scheduled vacation time will be counted as vacation. If the disability continues beyond the scheduled vacation time, sick leave pay will begin on the employee's first scheduled workday after the end of the scheduled vacation time. However, if the illness or injury suffered by the employee is documented to be of a serious enough nature to keep the employee from taking advantage of the major portion of his or her vacation, for example, because he or she is confined to bed or to the hospital, then the Company may allow the employee to cancel his or her remaining vacation time and begin sick leave. Re-scheduled vacation time shall not take precedence over vacation already scheduled.

Sec. 10.3.1 Sick Leave Posting. Employees in all union departments will be kept informed of used and unused sick leave by posting or some other method. This will be done at least on a monthly basis.

Sec. 10.4 PAYMENT OF SICK LEAVE. Sick leave payments may be taken in two hour increments (i.e. 2 hours, 4 hours, 6 hours), and are paid as follows:

- a) In no event shall a day of sick leave benefits include more hours than the employee was scheduled to work.
- b) Sick leave benefits shall not be paid on days that are observed as holidays.

**ARTICLE 11
OTHER ABSENCES**

Sec. 11.1 LEAVES OF ABSENCES. Employees may find that personal, health, or family problems make it necessary to be absent from work for extended periods. Management, depending on the reasons and circumstances for the request, will consider requests for leaves of absence without pay for limited periods.

Management retains the right to deny the requested leave of absence for any reason other than medical leave for the employee, a parent, spouse, or dependent child. Medical certification or a note from a state licensed physician is required before the leave begins. If the leave is determined to be a Family Medical Leave Act (FMLA) qualifying event, the requirements of the law will prevail.

Employees must submit a written request to their supervisors, explaining the reason for the request and the anticipated length of the absence. Advance notice of thirty (30) days is required when foreseeable for a leave of absence to be granted.

Leaves of absence are not intended for employees who are leaving their employment and do not plan to return to work at Horizon. Under usual circumstances, an employee will not be granted a leave of more than eight (8) continuous weeks for non-medical reasons, although extenuating circumstances will be considered.

All except five (5) accrued-to-date vacation and/or PTO days remaining at the time the leave of absence begins may be required to be used at the beginning of the leave. After the vacation/PTO are used, the remaining leave is unpaid. Only a leave of absence for personal medical reasons allows a remaining balance of paid sick days to be used before the leave of absence begins.

Horizon will attempt to return an employee to the same or to an equal position following a leave of absence. The Company cannot guarantee a return to the same position; however, the employee will suffer no loss in employment status. An employee granted a leave of absence for any reason shall suffer no loss in seniority. All healthcare coverage will continue during the leave of absence provided the employee plans to return to work and continues to pay his/her employee contribution towards the premium. The employee must contact the benefits management division of the department of human resources to make arrangements to continue employee contributions when no pay is received. During the leave of absence, vacation and PTO will accrue as per other provisions of the contract. Employees in the Sick Leave plan will continue to accrue their sick days according to the provisions of the contract.

An employee granted a leave of absence for any reason shall suffer no loss in union seniority as long as union dues are paid.

Sec. 11.2 DEATH IN FAMILY. Bereavement or funeral leave is available to full-time employees in the event of the death of a current spouse, a father, a mother, a brother, a sister, or a child of the employee or of the employee's current spouse. The employee will be given time off, without loss of regular straight-time pay, to a maximum of three (3) consecutive scheduled

workdays. It is believed that the time is necessary to make funeral arrangements, to attend the funeral and/or to travel to and from the funeral destination.

If the deceased was not one of the relatives listed above, but was a member of the employee's household, or in case of the death of the employee's grandchild, son-in-law, daughter-in-law, grandparents, or the grandparents of his or her spouse, the full-time employee will be given, without loss of regular straight-time pay, the day off on the day of the funeral to attend the service.

The provisions of this section do not apply if a death occurs during an employee's approved and scheduled vacation or if an employee is already off duty due to illness, injury or any other reason.

Sec. 11.3 JURY DUTY. When a full-time employee is required to serve on a jury or appear at a legal proceeding pursuant to subpoena, and the jury service or appearance conflicts with the employee's scheduled work day, the employee shall be paid their regular straight-time pay for up to ten work days or longer at the discretion of Human Resources management.

Employees must give advance notice of the need for time off to serve jury duty or subpoenas. A copy of the summons must accompany the request.

If the employee's jury duty or appearance is cancelled after he/she has been scheduled off, or if the employee is excused from service early, then the employee is expected to promptly contact his/her supervisor for instructions about reporting to work. If the employee's absence for jury duty would result in a hardship to Horizon Chillicothe Telephone, then the Company may petition the court to excuse him/her from jury duty.

Horizon does not discriminate against, penalize, threaten, or coerce employees who are on jury duty.

ARTICLE 12
QUALIFICATIONS AND JOB VACANCIES

Sec. 12.1 GENERAL. The employees covered by this agreement are divided into two separate departments: Business Services Department and Plant Department. Changes in classification within each department will be handled as shown in the Job Vacancies, Promotions and Retrogression sections of this article.

Sec. 12.2 QUALIFICATIONS. The Company and the Union, through the Labor/Management Council, will review and post a summary of the skills and qualifications that are necessary to adequately perform the essential requirements of each classification. These skills and qualifications will be directly related to the requirements of that classification and will be adjusted as job duties and technology change.

When these standards change, employees who are in that classification will be given a reasonable time to qualify for the new standards.

Sec. 12.3 JOB VACANCIES. When the Company determines that a job opening exists in the bargaining unit in any job classification, it will post the job opening via email, company website and/or company intranet. Any employee interested in filling a job vacancy must submit a request, in writing, to Human Resources. Prior to filling the posted position, a Company supervisor familiar with the position shall meet with all those requesting consideration in order to explain the qualifications, duties and working conditions.

Sec. 12.4 PROBATIONARY PERIOD. The first six (6) months of any period, when an employee changes classifications or is designated as a specialist, shall be considered probationary. If, in the opinion, of the Department Manager, an employee is unable to satisfactorily perform the duties of that classification, he or she shall be reassigned to his or her previous classification. If an individual directly affected by a management decision based on this section disputes that decision, that individual may seek resolution of the dispute through the Grievance Procedure as defined in Section 8.5. The employee may also decide, with management approval, which will not be unreasonably withheld, to return to his/her previous position during this probationary period, provided that the previous position has not been eliminated or filled at the time the decision is made.

**ARTICLE 13
LAYOFF, RECALL, LIGHT DUTY**

Sec. 13.1 LAYOFF. If it becomes necessary in the judgment of the Company to reduce the permanent work force within the bargaining unit, the Company will notify the Union of such impending layoff thirty (30) calendar days prior to the effective date of such layoff. Such notification shall include the dates the Company intends to commence and complete the layoff and whether the layoff is likely to be indefinite (lasting more than 6 months) or temporary (lasting 6 months or less). Such notification shall also include which job classifications are expected to be affected and the number expected to be laid off in each classification.

Sec. 13.1.1 Lay-Off Procedure. Employees shall be laid off in the inverse order of a ranking of employees in or qualified for each classification and/or grade affected. Such ranking will be done in an objective manner based on the following criteria (with pointing) as described on the Layoff Form (Appendix D):

Bargaining Unit Seniority

0.5 points per year of Bargaining Unit seniority

Qualifications/Certifications/Training/Education

0 – 25 based on position core and additional qualifications

In the qualifications/certifications/training/education criterion, a score of 15 will be awarded if all requirements are met, a 5 will be awarded if the core requirements are met and a 0 will be awarded if no requirements are met. If not all core requirements have been met, but some have, an appropriate score between 0 and 5 will be awarded. If all core requirements have been met and some additional requirements have also been met, an appropriate score between 5 and 15 will be awarded. If all requirements have been met and some have been exceeded, an appropriate score between 15 and 25 will be awarded. The Company will work to allow every employee access to training in the core qualifications for his or her classification as quickly as practical.

Tenure in Classification

0.5 points per year in classification

History of Reprimands (within the last 36 months)

25 points minus reprimands

<i>Type</i>	<i>Points</i>
<i>Coaching/Counseling</i>	<i>0</i>
<i>Verbal Warning (filed with HR)</i>	<i>1</i>
<i>Warning (filed with HR)</i>	<i>4</i>
<i>Final Warning (filed with HR)</i>	<i>8</i>

Performance / Communications Criteria

<i>Category</i>	<i>Needs Improvement</i>	<i>Meets Expectations</i>	<i>Exceeds</i>
<i>Expectations</i>			
<i>Teamwork/Initiative</i>	<i>1</i>	<i>3</i>	<i>5</i>
<i>Overall Quality of Work</i>	<i>1</i>	<i>3</i>	<i>5</i>
<i>Work Efficiency</i>	<i>1</i>	<i>3</i>	<i>5</i>
<i>Dependability/Reliability</i>	<i>1</i>	<i>3</i>	<i>5</i>
<i>Interpersonal Skills</i>	<i>1</i>	<i>3</i>	<i>5</i>

A score of “Needs Improvement” or “Exceeds” requires supportive supervisor comments/documentation.

The scoring/ranking process will be conducted internally and overseen by HR using the guidelines in this and the following paragraphs. The employees in each classification will be scored independently by their immediate supervisor. The Union, at their option, shall be permitted to have a member outside the affected classification but familiar with the employees within that classification participate in the scoring process. The scores will be combined and averaged by HR.

The ***Teamwork/Initiative*** category is intended to identify an employee’s cooperative effort as it relates to his or her involvement in groups or teams and his or her interactions with others to achieve a common goal. It is also intended to identify the employee’s effort to recognize what must be done, initiate, lead, assist with and complete actions necessary to accomplish tasks.

The Overall Quality of Work category is intended to identify an employee’s ability to complete work measured against an appropriate standard of excellence.

The Work Efficiency category is intended to identify an employee’s ability to properly complete tasks in the most time and cost effective manner. Attention will be paid to how quickly and cost effectively a task is typically completed without compromising the quality of work.

The Dependability/Reliability category is intended to identify an employee’s ability to complete tasks in a reliable and trustworthy manner. Attention will be paid to the employee’s willingness to take on assigned or offered tasks (including overtime, on-call, etc.) consistently, enthusiastically and without avoidance or complaint. It is further intended to identify the employee’s attitude toward his or her job duties and the employee’s record of reporting to work on a timely basis and reporting and utilizing time appropriately.

The Interpersonal Skills category is intended to identify an employee’s ability to communicate, interact with and build relationships with other employees, vendors, the company’s customers and the public. It is also intended to identify customers’ compliments, preference and requests for the employee’s work. It is further intended to identify how well the employee’s words, actions, appearance and performance reflect positively on the company.

The scores will be validated, combined and averaged by HR and the ranking will be created by listing employees in order of highest score to lowest score in each classification.

Sec. 13.1.2 Bumping Rights. Any employee who would otherwise be laid off shall have a right to claim a job in another classification in his or her department, provided (1) that he or she has the qualifications to perform the work satisfactorily; (2) that the job he or she claims is in the same or lower-rated (pay) classification; and (3) that he or she receives a higher ranking (using the procedure outlined in section 13.1.1 to rescore the employee as if he or she were currently in the classification) in that classification than the highest-ranked employee being laid off in that classification.

Sec. 13.1.3 Severance Pay. An employee who is involved in an indefinite lay-off will receive pay for the unused portion of the vacation or PTO accumulated up to the time of his or her layoff. Such pay will be based on the employee's basic hourly rate. Additionally, each employee involved in an indefinite lay-off shall receive two weeks (80 straight time hours of pay for full-time employees and 40 straight time hours of pay for part-time employees) for each year of service, so long as such employee waives his or her recall rights as outlined in Section 13.2 and signs a customary waiver of rights. Severance pay shall be capped at a maximum of 6 months of pay continuation. The total amount of severance pay will be awarded in the employee's final paycheck or as a continuation of pay, at the Company's discretion.

Sec. 13.1.4 Seasonal and Probationary Employees. Seasonal and probationary employees in the affected department shall be laid off before any full-time or part-time employee is laid off and shall not be entitled to severance pay as described in Sec. 13.1.3.

Sec. 13.2 RECALL. The Company shall be obligated to recall a laid off employee for a period of six (6) months after lay-off if an appropriate position is re-established, unless the employee waives this right and is considered immediately terminated due to lack of work by accepting severance pay as outlined in section 13.1.3. Recall after lay-off of employees shall be in the reverse order of lay-off to fill job vacancies in other job classifications, in order of ranking (as defined in section 13.1.1). Employees shall progress, for a period of six (6) months, in this manner back toward the job classification they held at the time they were affected by the reduction of the work force. An employee who has not progressed back to his or her original classification within six months shall be assigned officially to the existing classifications. Any future changes or progression shall be through the normal job vacancy procedure.

Sec. 13.3 LIGHT DUTY. In the circumstance wherein an individual is temporarily (expected to last no longer than six months) unable to perform his or her job duties due to some appropriately diagnosed mental or physical impairment, an attempt will be made, where there is no threat to health or safety, to provide some other form of useful work for that individual. It is an employee's responsibility to request light duty accommodations based on medical certifications and his or her limitations and abilities. Light duty is not guaranteed and will be considered on a case-by-case basis, however the Company will try to accommodate light duty whenever practical. In accordance with employment law, the Company may approve or deny light duty requests based on whether the request(s) can be reasonably accommodated. Although not obligated, the Company may

suggest light duty roles in Union or non-union work assignments if current business needs exist that match the employee's abilities.

A doctor's statement will be required both as support to an appropriate diagnosis and as a release for light duty work. A sample form contained in this contract must be completed by the attending physician and returned to the Benefits Management Division of the Department of Human Resources before light duty will be considered. A high priority will be given to assisting and encouraging a person in returning to normal duties as soon as possible. Employees are expected to update the Company as medical conditions change, and every attempt should be made by the employee to return to normal duties as soon as it is medically possible. The Company may require medical updates to the extent permitted by law and obtain a second and/or third medical opinion at the employer's expense.

Employees granted light duty assignments will be required to work a minimum of four (4) hours per day or 20 hours per week. Employees on light duty also may be limited to (4) hours per day or 20 hours per week depending on the Company's needs. A reduction in hours can have an impact on eligibility for other company provided benefits, i.e. healthcare, life insurance, and STD. If at the end of a 6-month period, if an individual on light duty is unable or unwilling to return to normal duties, the circumstance will be reevaluated. At that time, a solution will be identified that is in keeping with the philosophy and business direction of the company.

Where the Americans with Disabilities Act covers a disability, the provisions of that act will prevail.

ARTICLE 14 BENEFITS

Article 14 shall be replaced by Article 14-A through the life of this contract only.

Sec. 14.1 EMPLOYEE DISCOUNT. After six (6) consecutive months of employment with The Chillicothe Telephone Company, full-time employees are eligible for a 40% discount on landline telephone services (excluding long distance and CPE), landline video services (excluding premium channels, pay-per-view and video-on-demand), DSL service and security monitoring, all as provided by the company on the effective date of this agreement. In order to qualify for this discount, one of the service subscriptions must be landline telephone service. This discount is only available on company-provided services. The employee must be a resident of the service address assigned to the account receiving the discount and must live within the incumbent local exchange carrier (ILEC) service area of the Chillicothe Telephone Company to receive this benefit. Even though the listing is not in the employee's name, it does not relieve the employee of any financial or other responsibility for the discounted service.

The Customer Care Department of Chillicothe Telephone applies the employee discount directly to individual monthly accounts. The Benefits Management Division of the Department of Human Resources is responsible for managing employee eligibility.

The Chillicothe Telephone Company employee discount, as defined above, is available to all current union employees. This discount will end upon separation from the company for reasons including but not limited to retirement, termination or resignation.

Sec. 14.2 PENSION BENEFITS

Sec. 14.2.1 Defined Benefit Plan. The Chillicothe Telephone Company Hourly Employees' Pension Plan and Trust Agreement (the "Plan") provides monthly payments to retired Union Hourly employees and their spouses. This benefit, in its normal form, will be a monthly annuity based on thirty-five dollars per year of credited service completed prior to January 1, 2007, or 1% per year of credited service (up to 40 years) of "base compensation" as defined in the pension plan document (the average of the sum of the highest five consecutive monthly rates of pay that were in effect during the ten years completed prior to January 1, 2007), whichever is greater, and normal retirement at age 65. Horizon Telcom, Inc. makes all contributions to the Pension Plan. Interest from the contributions becomes part of the fund.

Only Union employees of Chillicothe Telephone who had accrued benefits under the Plan on December 31, 2006 are eligible to receive benefits from the Plan. A year of vesting service is a plan year (September 1 to August 31) in which a minimum of 1,000 hours of service is performed with the employer.

A pension is a fixed sum of money paid to an employee who has retired from the company (or is a vested terminated employee) and is eligible under a pension plan to receive such benefits. Employees of Chillicothe Telephone (who had accrued benefits under the Plan on December 31, 2006) entered the plan on the first day of employment and became vested at 100% after five years of service. The age of normal retirement is 65 and the age of early retirement is 60 with 10 years of vesting service. Employee's may take early retirement when they meet the "90" rule. To meet the "90" rule your age and years of service must equal 90 or greater. The normal retirement benefit is reduced by one-half of one percent for each month early retirement precedes the normal retirement date.

Chillicothe Telephone offers the following benefit options to those who had accrued benefits under the Plan on December 31, 2006:

- Life Annuity
- 15 Years Certain
- Joint and 50% survivor
- Joint and 75% survivor
- Joint and 100% survivor
- Lump Sum Distribution

Terminating employment with the Company prior to normal or early retirement age affects the receipt of pension benefits. If the present value of the pension is less than \$1000.00 it will be paid out in a lump sum payment. Otherwise, benefits are not payable until the employee turns 60.

For efficient retirement planning, employees should notify the Benefits Management Division of the Department of Human Resources in writing at least three (3) months prior to the requested start date for pension benefit payment.

The Chillicothe Telephone Company Hourly Employee's Pension Plan and Trust Agreement Plan Document, always available in the Department of Human Resources, more thoroughly details the plan itself and is always the defining source for addressing plan administration.

Sec. 14.2.2 Defined Contribution Plan. The Horizon Telcom 401(k) Plan is designed to allow an employee to save for retirement and at the same time reduce current income taxes.

Employees are eligible to participate in the Plan if they are:

- actively employed by Chillicothe Telephone
- at least 18 years old

Once these basic requirements are satisfied, the employee will be automatically enrolled in the plan and eligible to determine contribution levels during the first open enrollment period following the date of hire. The effective date then becomes the first of the month following the open enrollment period.

Through automatic payroll deduction, the employee may contribute between 1% and 75% of his/her pre-tax earnings. Contributions are subject to annual dollar limits set by the IRS. Company matching contributions are made to the employee's account each month.

The Company will contribute an amount equal to 2% of the employee's annual base pay to the employee's account. The company will then match 100% of the amount of the employee's deferral up to 3% of annual base pay. The company will further match the employee's deferral of up to an additional 2% of annual base pay at 50%. The Company's contribution will not exceed 6% of the employee's annual base pay.

Horizon Telcom, Inc. offers several different fund elections in which an employee may personally choose to invest. Each fund option offers a different level of risk and a different level of likely return-on-investment. An employee who so wishes may change his/her contribution percentage by utilizing the online tools made available by the provider. The Benefits Management Division of the Department of Human Resources will assist employees in learning how to utilize the online tools.

Eligible compensation for determining contributions is the employee's taxable compensation for the plan year that is reportable by the employer on IRS form W-2. Eligible compensation for the purposes of computing contributions excludes:

- overtime pay
- bonuses
- severance

Employees are 100% vested immediately upon enrollment in the plan. The term “vesting” refers to the portion of an account balance that the employee is entitled to under the plan’s rules.

A 401(k) plan participant may borrow from a personal account for any purpose. Withdrawals before age 59½ are available for hardship reasons only.

The Horizon Telcom, Inc. 401(k) Plan Document, always available in the Department of Human Resources, more thoroughly details the plan itself and is always the defining source for addressing plan administration.

Sec. 14.3 INSURANCE BENEFITS. Health insurance benefits are described as medical, prescription, vision, and dental. As long as premium costs do not increase more than 12% in any year, the company will maintain for the life of this contract its current level of benefits or equivalent. Part-time employees, continuously working a minimum average of twenty (20) hours per week over a six-month look-back period, are eligible for insurance benefits for themselves only.

If premium costs do increase more than 12% in a year and the Company chooses to make changes to the level of benefits, no changes will be made to the Union employee’s health plan without also being made to the majority of other Chillicothe Telephone Company employees. The Labor/Management Council will discuss the possibilities as they arise.

Company health benefits provide a wide range of health care services and supplies. Most employees are eligible to receive and are offered medical and prescription benefits through a Consumer-Driven Healthcare (CDH) plan that includes a Health Reimbursement Account (HRA) to help fund the employee’s annual deductible. If an adequate number of employees choose to decline health care coverage, an amount equal to the single coverage premium will be included in the declining employee’s regular paycheck. Vision benefits are provided separately with a nationwide selection of in-network providers. Dental benefits, also provided separately, have a nationwide selection of in-network providers as well. All benefits listed above provide coverage for both in-network and out-of-network use. An employee also may choose to have no health care coverage. An “open enrollment” time period is designated once each year (normally November/December) in order to accommodate changes an employee wishes to make in coverage choices.

All Chillicothe Telephone employees should note that the information contained in this policy statement is only a summary of the provisions of the various medical, prescription drug, vision and dental plans. The “plan documents” themselves covering the specifics of these plans are the controlling documents and are available for your review from the Benefits Management Division of the Department of Human Resources.

The medical insurance benefits as defined in this section are available to current union employees. Effective March 29, 2009, this benefit will end upon separation from the company for reasons including but not limited to retirement, termination or resignation.

Company and Union medical/prescription contribution schedules are defined in Section 14.3.1.

Sec. 14.3.1 Company and Employee Contribution Schedules. Employee health insurance contributions can be made on a pre-tax basis in accordance with Section 125 of the IRS code.

Sec. 14.4 LIFE INSURANCE. The Chillicothe Telephone Company provides a base level of \$50,000 life insurance benefit (group term life insurance) to all full-time union employees working a minimum of thirty (30) hours per week. The benefit amount will be paid to beneficiary(ies) upon the employee's death. Effective March 29, 2009, this benefit will end upon separation from the Company for reasons including but not limited to retirement, termination or resignation.

Reduction of Benefits

If an employee continues employment beyond age (65), the Basic Life Insurance Benefit will reduce to a \$32,500 Life Insurance Benefit after age 65.

Conversion of Life Insurance

The employee may convert his/her insurance if he/she is no longer eligible under the group plan. Upon termination of coverage through the group term life plan, his/her insurance can be converted to a permanent Whole Life policy for an amount up to but not exceeding, the amount of the group insurance.

Accelerated Benefits

In the event an employee is diagnosed with a terminal illness (having a life expectancy of twelve (12) months or less), a benefit may be payable under his/her policy prior to his/her death. The terminal illness benefit payable is equal to 50% of the coverage amount in force on the employee on the date he/she is determined by the insurance company to be terminally ill.

Notice of Claim

The Benefits Management Division of the Department of Human Resources will attempt to contact the beneficiary of the employee on file. When there is no beneficiary on file the spouse will be contacted to provide a written notice of claim. A claim must be filed within thirty-one (31) days after a covered loss occurs. Claim forms are available in the Department of Human Resources.

Voluntary Life

Employees may apply to purchase Voluntary Life Insurance in units of \$25,000 for the employee and spouse and one unit of \$10,000 for dependent child(ren). The Insurance Company will require late applicants to satisfy the Insurability Requirement before the company agrees to insure him/her.

Sec. 14.5 ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE. The Chillicothe Telephone Company provides accidental death and dismemberment coverage to all full-time union employees working a minimum of thirty (30) hours per week.

ARTICLE 14-A BENEFITS

Article 14-A shall replace Article 14 through the life of this contract only.

Sec. 14.1-A EMPLOYEE DISCOUNT. Full-time employees are eligible for a discount on certain services provided by the company. The company may determine the services, conditions and discount amount so long as the benefits are consistent with those being offered to all other full-time Chillicothe Telephone Company employees receiving discounted service. The employee must be a resident of the service address assigned to the account receiving the discount and must live within the incumbent local exchange carrier (ILEC) service area of the Chillicothe Telephone Company to receive this benefit. Even though the listing is not in the employee's name, it does not relieve the employee of any financial or other responsibility for the discounted service. In the event the Company chooses to adjust the services, conditions or discounts in a negative manner, it will provide at least a sixty (60) day notice unless the reason for the change is beyond the Company's control.

The Customer Care Department of Chillicothe Telephone applies the employee discount directly to individual monthly accounts. The Benefits Management Division of the Department of Human Resources is responsible for managing employee eligibility.

The Chillicothe Telephone Company employee discount, as defined above, is available to all current union employees. This discount will end upon separation from the company for reasons including but not limited to retirement, termination or resignation.

Sec. 14.2-A PENSION BENEFITS

Sec. 14.2.1-A Defined Benefit Plan. The Chillicothe Telephone Company Hourly Employees' Pension Plan and Trust Agreement (the "Plan") provides monthly payments to retired Union Hourly employees and their spouses. This benefit, in its normal form, will be a monthly annuity based on thirty-five dollars per year of credited service completed prior to January 1, 2007, or 1% per year of credited service (up to 40 years) of "base compensation" as defined in the pension plan document (the average of the sum of the highest five consecutive monthly rates of pay that were in effect during the ten years completed prior to January 1, 2007), whichever is greater, and normal retirement at age 65. Horizon Telcom, Inc. makes all contributions to the Pension Plan. Interest from the contributions becomes part of the fund.

Only Union employees of Chillicothe Telephone who had accrued benefits under the Plan on December 31, 2006 are eligible to receive benefits from the Plan. A year of vesting service is a plan year (September 1 to August 31) in which a minimum of 1,000 hours of service is performed with the employer.

A pension is a fixed sum of money paid to an employee who has retired from the company (or is a vested terminated employee) and is eligible under a pension plan to receive such benefits. Employees of Chillicothe Telephone (who had accrued benefits under the Plan on December 31, 2006) entered the plan on the first day of employment and became vested at 100% after five years

of service. The age of normal retirement is 65 and the age of early retirement is 60 with 10 years of vesting service. Employee's may take early retirement when they meet the "90" rule. To meet the "90" rule your age and years of service must equal 90 or greater. The normal retirement benefit is reduced by one-half of one percent for each month early retirement precedes the normal retirement date.

Chillicothe Telephone offers the following benefit options to those who had accrued benefits under the Plan on December 31, 2006:

- Life Annuity
- 15 Years Certain
- Joint and 50% survivor
- Joint and 75% survivor
- Joint and 100% survivor
- Lump Sum Distribution

Terminating employment with the Company prior to normal or early retirement age affects the receipt of pension benefits. If the present value of the pension is less than \$1000.00 it will be paid out in a lump sum payment. Otherwise, benefits are not payable until the employee turns 60.

For efficient retirement planning, employees should notify the Benefits Management Division of the Department of Human Resources in writing at least three (3) months prior to the requested start date for pension benefit payment.

The Chillicothe Telephone Company Hourly Employee's Pension Plan and Trust Agreement Plan Document, always available in the Department of Human Resources, more thoroughly details the plan itself and is always the defining source for addressing plan administration.

Sec. 14.2.2-A Defined Contribution Plan. The Horizon Telcom 401(k) Plan is designed to allow an employee to save for retirement and at the same time reduce current income taxes.

Employees are eligible to participate in the Plan if they are:

- actively employed by Chillicothe Telephone
- at least 18 years old

Once these basic requirements are satisfied, the employee will be automatically enrolled in the plan and eligible to determine contribution levels during the first open enrollment period following the date of hire. The effective date then becomes the first of the month following the open enrollment period.

Through automatic payroll deduction, the employee may contribute between 1% and 75% of his/her pre-tax earnings. Contributions are subject to annual dollar limits set by the IRS. Company matching contributions are made to the employee's account each month.

The Company will contribute an amount equal to 2% of the employee's annual base pay to the employee's account. The company will then match 100% of the amount of the employee's deferral up to 3% of annual base pay. The company will further match the employee's deferral of up to an additional 2% of annual base pay at 50%. The Company's contribution will not exceed 6% of the employee's annual base pay. The Company's contribution and match may be adjusted during the life of this agreement so long as the benefits are consistent with those being offered to Chillicothe Telephone Company employees enrolled in the plan.

Horizon Telcom, Inc. offers several different fund elections in which an employee may personally choose to invest. Each fund option offers a different level of risk and a different level of likely return-on-investment. An employee who so wishes may change his/her contribution percentage by utilizing the online tools made available by the provider. The Benefits Management Division of the Department of Human Resources will assist employees in learning how to utilize the online tools.

Eligible compensation for determining contributions is the employee's taxable compensation for the plan year that is reportable by the employer on IRS form W-2. Eligible compensation for the purposes of computing contributions excludes:

- overtime pay
- bonuses
- severance

Employees are 100% vested immediately upon enrollment in the plan. The term "vesting" refers to the portion of an account balance that the employee is entitled to under the plan's rules.

A 401(k) plan participant may borrow from a personal account for any purpose. Withdrawals before age 59½ are available for hardship reasons only.

The Horizon Telcom, Inc. 401(k) Plan Document, always available in the Department of Human Resources, more thoroughly details the plan itself and is always the defining source for addressing plan administration. The Company retains the right to amend the 401(k) Plan in whole or in part at any time including the right to switch providers.

Sec. 14.3-A INSURANCE BENEFITS. Health insurance benefits are described as medical, prescription, vision, and dental. The Company may determine these benefits (including employee contribution ratios or amounts) so long as the benefits are consistent with those being offered to all full-time Chillicothe Telephone Company employees receiving such benefits. The Company may, but is not required to, offer part-time employees insurance benefits in a manner determined by the Company and consistent with applicable laws and regulations. The company will share any modifications to these benefits with the Labor/Management Council.

Company health benefits provide a wide range of health care services and supplies. The choices of healthcare provider(s), plans and costs are reviewed/negotiated yearly. The Company will negotiate the most practical service-to-value cost for employees. As the Affordable Care Act (ACA) is enacted, the Company may have to make changes to reflect the law. These changes will

be communicated to employees before they are implemented. An employee, to the extent allowable by law, may choose not to participate in the company's health care benefit. An "open enrollment" time period is designated once each year (normally November/December) in order to accommodate changes an employee wishes to make in coverage choices.

All Chillicothe Telephone employees should note that the information contained in this policy statement is only a summary of the provisions of the various medical, prescription drug, vision and dental plans. The "plan documents" themselves covering the specifics of these plans are the controlling documents and are available for your review from the Benefits Management Division of the Department of Human Resources.

The medical insurance benefits as defined in this section are available to current union employees. Effective March 29, 2009, this benefit will end upon separation from the company for reasons including but not limited to retirement, termination or resignation.

Sec. 14.4-A LIFE INSURANCE. The Chillicothe Telephone Company provides a base level of \$50,000 life insurance benefit (group term life insurance) to all full-time union employees working a minimum of thirty (30) hours per week. The benefit amount will be paid to beneficiary(ies) upon the employee's death. Effective March 29, 2009, this benefit will end upon separation from the Company for reasons including but not limited to retirement, termination or resignation.

Reduction of Benefits

If an employee continues employment beyond age 65, the Basic Life Insurance Benefit will reduce to a \$32,500 Life Insurance Benefit after age 65.

Conversion of Life Insurance

The employee may convert his/her insurance if he/she is no longer eligible under the group plan. Upon termination of coverage through the group term life plan, his/her insurance can be converted to a permanent Whole Life policy for an amount up to but not exceeding, the amount of the group insurance.

Accelerated Benefits

In the event an employee is diagnosed with a terminal illness (having a life expectancy of twelve (12) months or less), a benefit may be payable under his/her policy prior to his/her death. The terminal illness benefit payable is equal to 50% of the coverage amount in force on the employee on the date he/she is determined by the insurance company to be terminally ill.

Notice of Claim

The Benefits Management Division of the Department of Human Resources will attempt to contact the beneficiary of the employee on file. When there is no beneficiary on file the spouse will be contacted to provide a written notice of claim. A claim must be filed within thirty-one (31) days after a covered loss occurs. Claim forms are available in the Department of Human Resources.

Voluntary Life

Employees may apply to purchase Voluntary Life Insurance in units of \$25,000 for the employee and spouse and one unit of \$10,000 for dependent child(ren). The Insurance Company will require late applicants to satisfy the Insurability Requirement before the company agrees to insure him/her.

The Company may modify this benefit so long as the modified benefit is consistent with that being offered to all other full-time Chillicothe Telephone Company employees.

Sec. 14.5-A ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE. The Chillicothe Telephone Company provides accidental death and dismemberment coverage to all full-time union employees working a minimum of thirty (30) hours per week.

ARTICLE 15 SENIORITY

Sec. 15.1 DEFINITION. Company seniority begins on the date an employee last commenced work and since which he or she has remained in continuous service. Company seniority entitles employees to all general benefits, based on total accredited service such as, but not limited to, length of vacations, sickness, paid time off and pensions.

Sec. 15.2 NON-BARGAINING UNIT JOBS. Employees who enter bargaining unit jobs from jobs with the Company not covered by this agreement or rehired employees shall be considered as newly hired employees for seniority purposes within the bargaining unit, from the date of entrance therein. Seniority accrued within the bargaining unit entitles employees to such benefits as are based on choice including seniority, such as selection of tricks, selection of vacation or PTO period, layoff, and recall.

Sec. 15.3 "SAME DAY" SENIORITY. Employees whose seniority begins on the same day shall have seniority in accordance with the alphabetical order of their last name.

Sec. 15.4 SENIORITY UPON TRANSFER OR PROMOTION. In case of a promotion or transfer out of the bargaining unit, an employee will accumulate seniority for a period of six months. Should the employee be returned to the bargaining unit during this period, the employee will be restored to the position originally held. If the employee remains outside of the bargaining unit for more than six months, the employee will retain the seniority accumulated prior to the transfer from the bargaining unit. Upon returning to the bargaining unit, the employee will be entitled to make use of that seniority when a vacancy occurs.

Sec. 15.5 LOSS OF SENIORITY. Examples of how an employee may lose seniority are:

- a) Quitting, retiring, exceeding a leave of absence, or engaging in gainful occupation or employment during a leave of absence, except a leave expressly granted by the Company, in writing, for such purpose;
- b) Discharge for cause.

ARTICLE 16
VACATION and PAID TIME OFF

Sec. 16.1 VACATION. Employees enrolled in the Sick Leave plan for short-term disability (as described in Sec. 10.1) will receive vacation benefits as described in the subsections below. Employees enrolled in the Paid Time Off plan for short-term disability (as described in Sec. 10.1) will not be entitled to the benefits described in the subsections below.

Sec. 16.1.1 Vacation Pay. Each full-time employee shall be entitled to vacation with vacation pay at his or her basic hourly rate as follows:

- a) Three full weeks (120 hours) vacation during each calendar year in which the employee's first through seventh service anniversary date falls.
- b) Four full weeks (160 hours) vacation during each calendar year in which the employee's eighth through fourteenth service anniversary date falls.
- c) Five full weeks (200 hours) vacation during each calendar year in which the employee's fifteenth through nineteenth service anniversary date falls.
- d) Six full weeks (240 hours) vacation during each calendar year in which the employee's twentieth and subsequent service anniversary date falls.

Sec. 16.1.2 Vacation Scheduling. Any eligible vacation time as defined in Section 16.1 must be taken during the corresponding vacation year, which is defined as the fifteen-month period commencing with the first day of any calendar year. Only one week of vacation earned during the first 12 months (the calendar year) may be scheduled during the last three months of the vacation year.

- a) Vacation need not be taken on consecutive days. However, blocks of vacation time covering an entire workweek shall take precedence over blocks of vacation time not covering an entire workweek, with the exception of weeks that include a paid holiday and other weeks as agreed to by the Labor Management Council.
- b) The Company shall schedule vacations and may determine the number of employees who will take a vacation at any given time.
- c) Employees who submit their vacation selections, in writing, before February 15, shall have preference, in accordance with their seniority. All selections submitted after February 15 shall be considered in the order received without regard to seniority. Any vacation scheduled during the last three months of a vacation year shall not be surrendered to vacation eligible to be scheduled during the first three months of a vacation year.
- d) All vacation must be selected prior to December 31. If an employee wishes to change the time of his or her scheduled vacation, he or she shall request such change, in

writing, and the Company may, in its discretion, grant such change and shall state its reason for any refusal to do so.

Sec. 16.1.3 Vacation Posting. Employees in all union departments will be kept informed of scheduled and unused vacation by posting or some other method. This will be done at least on a monthly basis.

Sec. 16.1.4 Miscellaneous Vacation Provisions. (a) If an employee is requested by the Company to return to work from a scheduled vacation, he or she shall be compensated for all reasonable out-of-pocket expenses, which can be supported with suitable receipts, and be provided with vacation time at a later date equivalent to any unused vacation entitlement. (b) Neither sick leave nor leave of absence shall be construed as being part of an employee's vacation period, except as provided for in The Family Medical Leave Act. (c) Employees will be allowed to take *partial* days of vacation limited to *8 partial* days per year.

Sec. 16.1.5 Pay in Lieu of Vacation. If a person's employment with the Company is terminated for any reason other than cause, that person shall be paid for any unused vacation vested as of December 31st of the preceding year.

If a person's employment has not terminated, and the Company is willing, he or she may elect to receive pay in lieu for part of the vacation vested as of December 31st of the preceding year. It is agreed that the company is expected to be able to spread the payment of pay in lieu of vacation throughout the year, therefore employees may only elect to receive their pay in lieu of vacation under the following limitations:

- a) Employees who are entitled to receive two weeks vacation may receive pay in lieu of vacation for one week of that vacation.
- b) Employees who are entitled to receive three or more weeks of vacation may receive pay in lieu of vacation for two weeks of that vacation, with the second week being at the Company's option.
- c) Employees may elect to receive pay in lieu for full week periods only.
- d) An employee may receive up to two weeks of pay in lieu at the time of actually using the first week of vacation.
- e) An employee may receive any remaining balance of pay in lieu of vacation at the time the second week of vacation is actually used.
- f) Payment of pay in lieu will be limited to the calendar year (not the vacation year) for which it is earned.
- g) The company may delay payment of pay in lieu if it is not elected at the time a full week of vacation is used.

Sec. 16.1.6 Service - Bridging. Once an employee has completed 5 years of continuous employment with the Company, all employment with the Company before or after this period, even if not continuous, will be included when determining length of vacations.

Sec. 16.2 PAID TIME OFF. Employees enrolled in the Paid Time Off plan for short-term disability (as described in Sec. 10.1) will receive paid time off benefits as described in the subsections below. Employees enrolled in the Sick Leave plan for short-term disability (as described in Sec. 10.1) will not be entitled to the benefits described in the subsections below.

Sec. 16.2.1 PTO. Each full-time employee shall be entitled to paid time off (PTO) with pay at his or her basic hourly rate as follows:

- a) Twenty days during each calendar year in which the employee's first through seventh service anniversary date falls.
- b) Twenty-five days during each calendar year in which the employee's eighth through fourteenth service anniversary date falls.
- c) Thirty days during each calendar year in which the employee's fifteenth through nineteenth service anniversary date falls.
- d) Thirty-five days during each calendar year in which the employee's twentieth and subsequent service anniversary date falls, providing the employee's hire date is prior to November 16, 2009.

Sec. 16.2.2 Scheduling of Time Off Days. Any eligible paid time off time as defined in Section 16.2.1 must be taken during the corresponding scheduling year, which is defined as the fifteen-month period commencing with the first day of any calendar year. Only five (5) paid time off days earned during the first 12 months (the calendar year) may be scheduled during the last three months of the scheduling year. Paid time off always should be scheduled in advance when reasonably possible and time off will be approved and monitored according to business needs.

- a) Paid time off need not be taken on consecutive days. However, blocks of time covering an entire workweek (including a block of time that includes a holiday) shall take precedence over blocks of time not covering an entire workweek, with the exception of weeks that include a paid holiday and other weeks as agreed to by the Labor Management Council.
- b) The Company shall schedule paid time off and may determine the number of employees who will take a time off at any given time.
- c) Employees who submit their selections, in writing, before February 15, shall have preference, in accordance with their seniority. All selections submitted after February 15 shall be considered in the order received without regard to seniority. Any time scheduled during the last three months of a scheduling year shall not be

surrendered to time off eligible to be scheduled during the first three months of a scheduling year.

- d) All time off must be selected prior to December 31. If an employee wishes to change the date of his or her scheduled time off, he or she shall request such change, in writing, and the Company may, in its discretion, grant such change and shall state its reason for any refusal to do so.

Sec. 16.2.3 Posting. Employees in all union departments will be kept informed of scheduled and unused paid time off using an online system. This will be done at least on a monthly basis.

Sec. 16.2.4 Miscellaneous Paid Time Off Provisions. (a) If an employee is requested by the Company to return to work from a scheduled period of paid time off, he or she shall be compensated for all reasonable out-of-pocket expenses, which can be supported with suitable receipts, and be provided with paid time off at a later date equivalent to any unused paid time off entitlement. (b) A leave of absence shall not be construed as being part of an employee's paid time off period, except as provided for in The Family Medical Leave Act. (c) Employees will be allowed to take half days of paid time off limited to ten half days per year.

Sec. 16.2.5 Pay in Lieu of Paid Time Off. If a person's employment with the Company is terminated for any reason other than cause, that person shall be paid for any unused paid time off vested as of December 31st of the preceding year.

If a person's employment has not terminated, and the Company is willing, he or she may elect to receive pay in lieu for up to 80%, half (for a total of 40%) of which is at the Company's option, of the paid time off vested as of December 31st of the preceding year. It is agreed that the company is expected to be able to spread the payment of pay in lieu of paid time off throughout the year, therefore employees may only elect to receive their pay in lieu of paid time off under the following limitations:

- a) Employees may elect to receive pay in lieu for full week periods only unless an exception is granted by the Company.
- b) An employee may receive pay in lieu for up to 20% of paid time off vested as of December 31st of the preceding year at the end of the first quarter, 40% at the end of the second quarter, 60% at the end of the third quarter and 80% at the end of the year, unless the company agrees to some other arrangement.
- c) Payment of pay in lieu will be limited to the calendar year (not the scheduling year) for which it is earned.

Sec. 16.2.6 Service - Bridging. Once an employee has completed 5 years of continuous employment with the Company, all employment with the Company before or after this period, even if not continuous, will be included when determining amount of paid time off.

ARTICLE 17
MISCELLANEOUS RULES

Sec. 17.1 WORK RULES. The purpose of Company work rules is to provide a guide for behavior and prevent conduct harmful to employees and operations of the Company. The Company shall post rules and policies in each department. The Company has the right to implement or modify work rules or policies, in accordance with Article 7 of this agreement.

Sec. 17.2 TOOLS AND EQUIPMENT. The Company will furnish necessary tools and equipment for its employees, including suitable rain protection when an employee is required to work outdoors in inclement weather. When tools and equipment are issued, the employee will be held responsible for their return in good condition, reasonable wear excepted.

Sec. 17.3 INCLEMENT WEATHER. Inclement weather shall be construed to include continuous rain, wet snow, strong winds and excessive cold weather which would interfere with the safe performance of work. Employees shall not be required to work outside in inclement weather, except under emergency conditions at which time every regard and concern will be demonstrated by their supervisor for their health and safety. In the event of inclement weather, any employee who is prevented by such weather from doing his or her normal work shall be reassigned to any other available work during such inclement weather. Upon refusal to do such assigned work, he or she shall be laid off without pay for the duration of the inclement weather. With this exception, no employee shall lose pay for time lost from his or her regular assignments due to such weather.

Sec. 17.4 TRANSPORTATION. Employees who accept a Company request to use their personal cars for compensable time will be allowed mileage reimbursement at rates determined by the company and applicable to all of its employees.

Sec. 17.5 MEAL AND TRAVEL EXPENSES. When an employee is required to work more than two hours after regular quitting time and cannot leave the job site, he or she shall be furnished a meal at that time and another meal approximately every five hours thereafter until released from duty. Employees called away from their regular place of abode for such purposes such as attending schools, out-of-the-area meetings, etc., shall be furnished transportation and expenses while away from home. Such expenses must be documented with dated receipts attached to a detailed expense account submitted to the Company. Employees when not thus removed for an extended distance from their home territory shall furnish their own daily lunches. Employees will be expected to either carry their lunches and eat on the job site or to eat lunch at the nearest available eating establishment to the job site. In no event shall departure from and return to the job site exceed the employee's scheduled lunch period unless a department head approves extensions.

Sec. 17.6 TEMPORARY REPLACEMENT OR FILL-IN. An employee who is required to temporarily replace or fill-in on a job of lower classification will be paid his or her basic hourly rate. An employee who is required to temporarily replace or fill-in on a job of higher classification will receive, beginning on the first work day, the rate for that higher classification or in-charge pay, whichever is lower. Should the temporary replacement or fill-in job of a higher classification last longer than four consecutive weeks, then, beginning on the first workday of the fifth

consecutive week, the employee will be paid the applicable rate for the higher-rated job. In no case, however, will the rate of pay for temporary replacement or fill-in assignment exceed the maximum rate for which the employee is eligible based on his or her total service within the department. An employee who is training for promotion is not considered to be a replacement or fill-in.

Sec. 17.7 NO PYRAMIDING OF PREMIUM PAY. Premium pay is pay received by an employee in addition to his or her basic hourly rate for schedule differential, overtime, holidays, or Sunday work (except as otherwise provided in Article 19). Nothing in this contract is to be construed to permit pyramiding of premium pay; that is, any employee paid premium pay under any requirement of this contract or of law shall not be paid any additional amount of premium pay under any provision of this contract. If, but for the foregoing provision, two or more premium-pay provisions of this contract or of law would apply to any given time worked, and one of them requires a higher rate than the other or others, the higher-rate provision shall apply.

Sec. 17.8 PRODUCTION WORK BY SUPERVISORS. Supervisory employees may perform such work as is normally performed by regular employees so long as doing so does not significantly alter the nature of the work performed by such employees. The Company will not intentionally use the flexibility granted in this section to *layoff/displace* employees, replace overtime scheduled in advance, *or limit knowledge only to the supervisor(s)*.

Sec. 17.9 WORK AFTER DARKNESS. One-person crews will normally not be required to work outside after dark except when regularly scheduled to do so. In such instances, employees who work alone after dark should either request assistance with or postponement of any work which is too dangerous for the conditions existing at the time due to darkness.

Sec. 17.10 SAFETY. The Company shall promote sanitary and safe working conditions and shall keep employees informed of all current safety rules. When the requirements of the job necessitate the use of personal protective equipment the Company will continue to provide such equipment at its own expense. Each employee shall utilize all safety equipment required by his or her job and shall obey all safety rules.

Sec. 17.11 BULLETIN BOARDS. Bulletin board space shall be provided at accessible places where seniority lists, notices of meetings, and other items of interest to the Union's members may be posted. No material shall be placed on such boards unless it is approved by initials or signature of an elected Union officer. Material so posted shall be free of political, controversial or other such matter as may be derogatory to the Company or its employees.

Sec. 17.12 PAY FOR TRAVEL TO ATTEND SCHOOLS. The Chillicothe Telephone Company will reimburse employees for reasonable business travel expenses incurred while on assignments away from a usual or customary work location. All business travel must be approved in advanced by the Department Manager. When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed. Employees are expected to limit expenses to reasonable amounts and to follow all standard company policies for such travel.

Sec. 17.13 REPRIMANDS. Except when a situation calls for immediate action, all reprimands administered to union employees by supervisors shall be administered in private or, at the request of the employee, with a union representative present and shall not be given on the employee's relief period or time off.

ARTICLE 18
SUPPLEMENTAL WORKER'S COMPENSATION BENEFITS

Sec. 18.1 SUPPLEMENTAL BENEFITS. An employee who suffers an injury which is determined by the appropriate state agency or court to be compensable under the Ohio Workers Compensation statute shall receive compensation equal to his or her basic daily rate for each day the employee is absent from work as a result of his or her disability up to a maximum of six weeks. The purpose of this payment is to supplement--not to displace--the statutory benefits. Hence, any compensation applicable to the period of the employee's absence, which is received from the State of Ohio for such disability, shall be promptly turned over to the Company.

Sec. 18.2 LOANS. In the event that (1) an employee's absence due to such compensable disability extends beyond the six-week period specified in Article 18.1, and (2) the employee has not begun receiving compensation payments from the State of Ohio, the Company will loan the employee, upon his or her request, an amount equal to the weekly benefit provided under Sec. 4123.56 of the Ohio Revised Code for the shortest of the following periods of time:

- (a) The duration of the employee's absence.
- (b) An additional twelve week period beyond the initial six week period, or
- (c) Until the employee begins receiving payments from the State of Ohio.
- (d) All sums loaned under this section shall be promptly repaid to the Company by the employee via payment plan created by the Finance department.

Sec. 18.3 PHYSICAL EXAMINATIONS. Any employee who receives Company-provided benefits specified under this article may be required by the Company to take a physical examination, at the Company's expense, administered by a physician chosen by the Company. Refusal to take said examination shall constitute just cause for denial of any or all benefits enumerated in this article.

ARTICLE 19
HOURS OF WORK, OVERTIME, ETC.

Sec. 19.1 WORKWEEK: WORKDAY. For pay-calculation purposes, the workweek shall start at 12:01 a.m. on Monday. The workday shall start at 12:01 a.m.

Sec. 19.2 WORK SCHEDULES. Insofar as is practicable, the Company will arrange for work schedules of most employees to fall between the hours of 7:30 a.m. and 8:30 p.m., Monday through Sunday.

Although employees will normally be assigned a one-half (1/2) hour lunch period to be taken each day at a time selected by the Company (usually between the hours of 11:00 AM and 1:30 PM), individual employees and the Company may agree to substitute a full hour lunch break.

Employees who are assigned to an on-site customer location, who are assigned to a specific project or who are assigned to a specific territory may be expected to report to work at the assigned job site, at a specified location or from home as needed to efficiently perform work assignments. Employees who are assigned to an on-site customer location, who are assigned to a specific project or who are assigned to a specific territory may be expected to work at the assigned job site or in the assigned territory until his or her designated quitting time for the day. In such cases travel to and from the employee's job site, location or assigned territory are not compensable time.

In the case where an installation or major project cannot be completed in one day, the Company may provide overnight lodging in lieu of having the employee return home.

Sec. 19.3 ASSIGNED SCHEDULES. Because the Company must provide continuous service to the public, the Company may assign employees to work regular schedules other than those described in Article 19.2. The Company may consider the use of qualified volunteers in making such assignments or it may fill such schedules on a rotating basis. The Company will post any new or changed regular work schedule not later than Thursday noon of the week preceding the week such new or changed schedule will become effective. The Company may post a new or modified emergency work schedule at any time, but will try to post it as far as possible in advance of the time when such schedule will become effective.

Sec. 19.4 SCHEDULE DIFFERENTIAL. An employee working a temporarily or a regularly scheduled work assignment any time of which falls between 10:00 p.m. and 6:00 a.m. will be paid 50 cents per hour, in addition to his or her basic hourly rate, for all the hours worked between those times

Sec. 19.5 OVERTIME; ASSIGNMENT OF OVERTIME WORK. It is expected that all employees share equally in the responsibility to meet the necessary requirements to provide high quality service to our customers. As such, it may be necessary to assign any number of personnel to short- or long-term schedules that restore service to customers in the shortest time possible.

- 1) All time worked in excess of eight hours (in a five eights schedule) or ten hours (in a four tens schedule) in any one day or forty straight-time hours in any one-week shall be

compensated for as overtime work at a rate of time-and-one-half based on the employee's basic hourly rate. Such overtime pay will also apply to all hours worked in excess of eight hours of overtime in one continuous period, except that the employee's rate reverts to straight time when his or her regularly scheduled hours for that day begin.

2) The Company will establish overtime work assignment procedures with the input of the Labor/Management Council. Regular, routine or frequent refusal to accept, acknowledge or respond to assignments or refusal to accept, acknowledge or respond during an emergency situation may result in disciplinary action per Article 7.

Sec. 19.6 SUNDAY WORK. Work scheduled on a Sunday will be paid at time and a half.

Sec. 19.7 CONTRACT LABOR. The Company and the Union recognize that situations exist where it is appropriate for the Company to use contractors. While the Company may use contractors as it deems appropriate, the Company does not intend to use work performed by contractors, other than construction, to cause the laying off, part timing or demotion of an employee regularly doing essentially the same type and character of work as that being performed by the contractor, unless the work being performed by the contractor or vendor is outside Ross County, Ohio or any county contiguous to Ross.

Contractors and vendors may be used at the Company's option, which may include, but is not limited to, the following situations:

1) In cases where the Company does not have the appropriate equipment or staffing to perform the work or cannot do so in a timely manner. In cases where overtime needs have not or are not able to be met by existing personnel.

2) In cases where there is a question concerning the safety of bargaining unit employees.

3) For all supportive functions such as building manholes, road repair, landscaping, conduit placement, vehicle or equipment repair, and construction activity.

4) Work in short term cases where conditions would prevent the completion of needed projects or where it is not practical to increase staffing.

5) In cases where work is being performed by or for another utility and it is convenient for the contractor to place or move the company's facilities.

6) For installation and maintenance of network equipment in cases where it is more economically efficient to use contract labor.

7) When a contractor is required by a vendor or customer or dictated by a vendor's or customer's needs.

The Company and the Union shall discuss the use of contractors in the Labor/Management Council for the purpose of maintaining a common understanding about current practices. A written

summary of the recent use of contractors and notification of any anticipated use of contractors will be presented to the Union upon reasonable request, no more than quarterly.

Sec. 19.8 CALL-OUTS.

1) When an employee is called for work outside his or her regular working hours, after being released from duty for the day or on his or her regularly scheduled day off, the employee will receive the applicable rate for the times of day as outlined below, or for the actual time worked, whichever is greater:

- a) Two (2) hour call-out at all times if that employee is required to travel to a work site.
- b) One half-hour (30 minutes) call-out at all times if that employee is able to perform the work without traveling to a work site.

2) An employee who is called out and who, therefore, is entitled to "call-out" pay, shall not leave before the expiration of the minimum period unless there are no other tasks that can be reasonably accomplished during that time. In the event that more than one call-out occurs within the minimum two-hour (three hours on a holiday), the employee will receive call-out pay for the period beginning with the time of the first call-out and ending no less than the two hours after the time of that first call-out (three hours on a holiday) or ending at the actual time his or her work is completed, whichever is greater.

Sec. 19.9 ON-CALL. The Company may, at its option, assign any bargaining unit employee to serve "on-call". An on-call assignment shall typically last for a period of one to seven days beginning at the end of the regularly-scheduled work day preceding the beginning of the on-call schedule and ending at the start of the first work day following the end of the on-call schedule. It is the responsibility of the on-call employee to respond to call outs in his/her respective work area.

Each employee designated to serve on-call shall receive one hour of pay per day at the rate that would normally be paid for each of the days that the employee is on-call. The employee shall receive an additional one hour of straight-time pay if a holiday listed in Sec. 19.9 is observed on any day that the employee is on-call.

For each day that an on-call employee is unable to respond to a call out, one hour of on-call pay shall be forfeited.

Any bargaining unit personnel may be assigned in a cycle as needed to serve on-call. An employee may trade or give the entire week's assignment to another employee only through procedures established by and with the permission of the appropriate supervisory personnel.

Sec. 19.10 HOLIDAYS. The following days shall be considered holidays:

New Year's Day	Christmas Day	Independence Day
Labor Day	Memorial Day	Thanksgiving Day

While circumstances may periodically require work on such days, the Company will do its best not to schedule or assign employees to work on a holiday.

Sec. 19.11 HOLIDAY PAY DEFINITION. When a holiday falls on an employee's scheduled workday, the employee will receive holiday pay regardless of whether he or she is scheduled work on the holiday. Holiday pay shall be defined as eight hours of straight time pay for full-time employees.

Sec. 19.12 PAY FOR WORK ON HOLIDAYS. If an employee is scheduled or assigned to work on a holiday, he or she shall be compensated at two (2) times the employee's straight-time rate in addition to any holiday pay for which he or she is eligible.

Sec. 19.13 HOLIDAYS THAT FALL ON DAYS OFF. When a holiday falls on an employee's scheduled day off, the employee either will, at the Company's option, 1) receive holiday pay and not work on an observed holiday determined by the Company or 2) not receive holiday pay but receive an extra PTO or vacation day instead.

Sec. 19.14 ELIGIBILITY FOR HOLIDAY PAY. Employees will not be eligible for holiday pay under the following circumstances:

- a) No holiday pay will be granted to an employee who has an unexcused absence for any portion of the holiday, any scheduled workday immediately preceding or any scheduled workday immediately following the holiday.
- b) No holiday pay will be granted to an employee who, on the day the holiday is observed, is on leave of absence or is laid-off.
- c) No holiday pay will be granted to an employee who is absent on any day included in (a) above for sickness or disability and does not meet the eligibility requirements for leave as outlined in Section 10.2 and/or 10.2.1. It is not necessary for employees to have accumulated sick leave or PTO to qualify for holiday pay.
- d) No holiday pay will be granted to an employee who has been off work during the entire preceding sixty calendar days except when he or she is eligible to receive sick leave or PTO benefits through the workday immediately preceding the day on which the holiday is observed.

ARTICLE 20 CLASSIFICATIONS

Sec. 20.1 JOB CLASSIFICATIONS AND DESCRIPTIONS. The job classifications and descriptions described in Article 20 have many purposes. Classifications and descriptions provide a general understanding of work assignments to be made to those employees in those classifications. Classifications and descriptions will be used to determine training requirements.

General job descriptions are listed in this section. More detailed job descriptions will be created with input from the Labor/Management Council and kept on file in the Human Resources Department. The Company will assign new, yet unidentified, work assignments to various classifications, as it deems appropriate. Work assignments may not be limited to only one classification. When making changes for any of these reasons, the Company will seek input from the Labor/Management Council.

Classifications and descriptions are not intended to enforce uneconomic work rules. While the Company may assign work as it sees fit, regardless of classification or bargaining unit representation, the Company will typically assign work in a manner consistent with these classifications and related job descriptions. The Company will not intentionally use the flexibility granted in this section to *layoff*/displace employees or replace overtime scheduled in advance.

The Company has the right to limit entrance into these classifications and limit work assignments to those employees who have demonstrated an ability and willingness to learn and comprehend the necessary skills and requirements of these classifications as outlined in Section 12.2.

All classifications in this article require certification and/or qualification on the equipment the employee is assigned to install, maintain and/or use. A valid (non-suspended) Ohio driver's license is a condition of employment for all classifications in this article, with the exception of Service Operations Attendant. Likewise, a valid (non-suspended) commercial driver's license (CDL) is a condition of employment for those classifications requiring such license.

Sec. 20.2 CONSTRUCTION TECHNICIAN (Grade Levels I, II). Employees in the Construction Technician classification will perform an assortment of tasks required to complete construction projects. Those tasks include: installation and maintenance of the outside cable plant; installation, maintenance, and connection of aerial and buried drops; operating construction equipment; cutover responsibilities; and routine maintenance and repair of construction equipment. Employees may be assigned to Grade Level I or Grade Level II as the Company deems appropriate, however, employees most recently placed into Grade Level II in the classification prior to November 16, 2009 will remain in Grade Level II until they leave the classification. Construction technicians are required to obtain and maintain a Commercial Drivers License (CDL).

The following are examples of duties that will be assigned to Construction Technicians:

1. Operate all construction equipment as required to install, replace or maintain outside cable facilities. Interpret engineering prints of construction projects and build cable plant

according to engineering requirements. Maintain a safe work area and follow Work Area Protection Guidelines.

2. Aerial construction applications include: operating digger derrick, climbing poles, connecting all necessary hardware, attaching cable to strand with a spinner, attaching figure-eight cable, pole setting, pole anchor installation, and removal of aerial cable.
3. Buried construction applications include: operating cable plows, trenchers, boring machines, backhoes, dump trucks, bulldozer, and any other equipment, placement of buried pedestals, placement of buried service drops, and repair of property disturbed by buried construction activity.
4. Underground construction applications include: operating winch line, installation and use of manhole racks and wheels, rodding ducts, pulling in cable, installing and repairing ducts, testing and purging of manholes.
5. Place and replace aerial and buried drops as necessary. These activities will be performed on the customer side of the terminal. The activities may include connecting the drop in the terminal, mounting a network interface device, placing and connecting a ground rod, and reconnecting housewire.
6. Perform an assortment of tasks associated with cutover activities including locating underground cable, the splicing of plastic cables, the installation and configuration of pedestals and terminals, and station connections.
7. Perform record keeping tasks associated with daily activities. Completing service order estimate forms, material usage forms, and other plant maintenance specific forms will be required.

Other work activities include maintenance of construction equipment such as changing fluids, belts, filters, and minor repair or replacement of parts. Also, general labor such as cleaning storage areas, moving company equipment, or other similar activities will be required.

The Company may, at its option, assign Construction Technicians to duties that are normally assigned to employees in the General Technician classification. Although most of these assignments will be made during special times, such as during inclement weather and to have a Construction Technician provide help to someone else, the assignments will not be limited to those conditions.

Sec. 20.3 NETWORK TECHNICIAN. Employees in the Network Technician classification will be assigned job functions related to the installation, provisioning and maintenance of the electronics central to the company's telephone and broadband network. While a Network Technician is not required to be qualified in all skills associated with this classification, he/she is expected to be qualified in all skills associated with his/her job assignment. Network Technicians are required to be able to splice fiber optic cables.

The following are examples of duties and skills that can be assigned to Network Technicians:

1. Perform an assortment of tasks required to make cross connects on distribution frames; including 2-wire, 4-wire, HF and T-1 circuits; cross connects on fiber distribution panels using fiber jumpers; rearrange fiber terminations as needed; assist others with testing of plant cable facilities; monitor central office alarms and respond by notifying appropriate personnel; answer the telephone in the switchroom and relay messages to fellow employees.
2. Perform an assortment of tasks to install, provision and maintain the switching and broadband network, including: soft switches, central office switches; remote switches; digital loop carriers; testboard; operator services equipment; alarm monitoring systems; digital cross connect system; SS7 network including STP and STP translations; carrier systems; SONET equipment; High Capacity Digital Transport (HDTs); servers associated with the broadband network; and new equipment that may be purchased to expand or enhance the switching and broadband network.
3. Perform an assortment of tasks to install, provision and maintain the broadband network, including: ADSL, DSLAM, and Mini RAM; ATM switches; Calix, Alcatel, Fujitsu, Juniper, Ethernet service switches, data service routers, TDM service interfaces and Adtran Total Access 5000 systems; VDSL system including: head end, BDTs USAMs and the provisioning of residential gateways, ether sets and modems; and new equipment that may be purchased to expand or enhance the broadband network.
4. Install, provision and maintain subscriber carrier systems, including HF line, repeaters and outside channel units. Install and maintain special circuits including data circuits, T1 facilities, and DS3 facilities.
5. Install, provision and maintain subscriber telephone and broadband service; cross connects; optical network units; station connections (drop, network interface device, ground rod, and wire); demarcation panels (when necessary), inside wire, and customer premise equipment.
6. Perform an assortment of tasks associated with cable splicing including the splicing of plastic and fiber optic cables of all sizes. Test cable, locate underground cables, and repair faults in cable.
7. Perform an assortment of tasks related to bench repair of subscriber carrier channels, payphones, single and multi-line telephones, various types of data equipment, and test equipment.
8. Install, provision and maintain payphones, multi-line telephones, key systems, and hybrid business systems. Install and maintain network and customer premise equipment associated with Centrex, ISDN, or CLASS service.
9. Perform minor preventative maintenance on vehicles assigned to the employee. These tasks include checking and adding oil in the engine, antifreeze/coolant in the engine, water

in the battery, windshield washer liquid, and air in the tires. Also refuel vehicle when Warehouse Attendant is not readily available.

10. Perform record keeping tasks associated with daily activities. Completing service order estimate forms, material usage forms, and other plant maintenance specific forms will be required.
11. Maintain telephone and broadband equipment during power outages. Installation and maintenance of rectifiers, power distribution, and batteries.
12. Engineering of work assignments and writing of cut sheets as appropriate.

Sec. 20.4 WAREHOUSE ATTENDANT (Grade Levels I, II). Employees in this classification will perform an assortment of tasks required to maintain the warehouse and grounds; receiving all items shipped to the warehouse; maintain plant department inventory; assist in maintaining the fleet; and maintain various types of equipment and products. Employees may be assigned to Grade Level I or Grade Level II as the Company deems appropriate, however, employees most recently placed into Grade Level II in the classification prior to November 16, 2009 will remain in Grade Level II until they leave the classification. Warehouse Attendants are required to be certified in forklift operation.

The following are examples of duties that can be assigned to Warehouse Attendants:

1. When not being handled by Buildings and Grounds, maintain the warehouse and grounds, including mowing and trimming; cleaning sidewalks and driveways of debris and snow; and keeping aisle ways clear of debris.
2. Receive all items shipped to the warehouse, including stocking, storage and record keeping.
3. Maintain the plant department inventory including: ordering or purchasing some articles as assigned by management, receiving, stocking, distributing, and record keeping.
4. Assist in maintaining the fleet, including fueling vehicles, adding engine fluids, washing vehicles, stocking equipment in vehicles, and record keeping.
5. Assist in maintaining various types of equipment, including customer-owned phones, company phones and pay phones.
6. Assist in pre-provisioning of various types of subscriber equipment, including gateways and DSL modems.

Sec. 20.5 GENERAL TECHNICIAN. Employees in this classification will perform an assortment of tasks related to routine or basic fulfillment, construction, installation, testing and maintenance in the plant and business departments. While a General Technician will often assist a technician of higher pay grade or handle the more basic aspects of a task before turning it over to a technician of higher pay grade to handle the more advanced aspects, he or she may be assigned

complete independent projects of a routine or basic nature. A General Technician may be assigned work in any department or assisting any classification as needed. A General Technician may move from project to project (even when such project changes move them between work assignment areas and/or departments) as needed.

A General Technician may do any work from any other classification that he or she is qualified to do when working under the direction of an employee in that classification. Additionally, the following are examples of duties that may be assigned independently to a General Technician:

1. Install cable and jacks, install and maintain key systems, install telephone sets and data gateways, place set-top boxes and perform physical installation of equipment or maintenance on or affecting a customer premise.
2. Install cross-connects on distribution frames in company and customer facilities including 2-wire, 4-wire, HF, T-1 and Ethernet circuits, install cross-connects on fiber distribution panels using fiber jumpers, rearrange fiber terminations, assist others with the testing of plant cable and network facilities, monitor central office alarms and network status, etc. Monitor video and audio quality.
3. Install pedestals, install terminals, test cable and locate underground cables.
4. Install and maintain security systems.
5. Operate drop plows, do groundwork, direct traffic, etc.
6. Work typically done by warehouse attendants other than the operation of a fork lift (unless certified).

Sec. 20.6 PLANT TECHNICIAN. Employees in the Plant Technician classification will be assigned job functions related to advanced installation and maintenance of the company's telephone and broadband network primarily as it relates to maintaining and providing services to complex residential and small business end users. Plant Technicians perform much of their work at the customer premise or in the network serving the customer premise.

The following are examples of duties and skills that can be assigned to Plant Technicians:

1. Perform an assortment of tasks required to make cross connects on distribution frames and assist others with testing of plant cable facilities.
2. Perform minor tasks related to maintenance of the switching and broadband network, including: digital loop carriers; carrier systems; SONET equipment; HDTs; distance learning systems and new equipment that may be purchased to expand or enhance the switching and broadband network.
3. Install and replace short sections of buried and/or aerial cable to eliminate faults or extend existing cables. Install pedestals, install terminals, test cable, locate underground cables, and repair faults in cables.

4. Install and maintain subscriber carrier systems, including HF line, repeaters and outside channel units. Install and maintain special circuits including data circuits, T1 facilities, and DS3 facilities.
5. Install and maintain subscriber telephone and broadband service; cross connects; optical network units, station connections (drop, network interface device, ground rod, and wire); demarcation panels (when necessary), inside wire, and customer premise equipment.
6. Perform an assortment of tasks associated with splicing plastic insulated copper cables and fiber optic cables.
7. Install and maintain payphones, multi-line telephones, key systems, and hybrid business systems payphones;. Install and maintain network and customer premise equipment associated with Centrex, ISDN, or CLASS service.
8. Perform minor preventative maintenance on vehicles assigned to the employee. These tasks include checking and adding oil in the engine, antifreeze/coolant in the engine, water in the battery, windshield washer liquid, and air in the tires. Also refuel vehicle when Warehouse Attendant is not readily available.
9. Perform record keeping tasks associated with daily activities. Completing service order estimate forms, material usage forms, and other plant maintenance specific forms will be required.
10. Install and maintain subscriber broadband service, including: ADSL modems and splitters, and VDSL modems, ethersets, residential gateways and splitters.
11. Install and maintain security systems.
12. Engineering of work assignments and writing of cut sheets as appropriate.

Sec. 20.7 PLANT FACILITIES TECHNICIAN - *FIBER*. Employees in the Plant Facilities Technician classification will be assigned job functions related to the installation and maintenance of the company's telephone and broadband network primarily as it relates to maintaining and providing services to complex residential and small business end users and to the distribution network, including the splicing of all types of distribution cables and the installation and maintenance of electronics. While a Plant Facilities Technician - *Fiber* is not required to be qualified in all skills associated with this classification, he/she is required to be qualified in all skills associated with his/her job assignment. Plant Facilities Technicians – *Fiber* are required to be able to install and maintain equipment essential to the distribution network.

The following are examples of duties and skills that can be assigned to Plant Facilities Technicians:

1. Perform an assortment of tasks required to make cross connects on distribution frames and assist others with testing of plant cable facilities.

2. Perform an assortment of tasks to install and maintain the switching and broadband network, including: Alcatel, Fujitsu, Juniper, Calix, digital loop carriers; carrier systems; SONET equipment; HDTs; distance learning systems and new equipment that may be purchased to expand or enhance the switching network. repeaters and outside channel units. Install and maintain special circuits including data circuits, T1 facilities, and DS3 facilities.
3. Install and maintain subscriber telephone and broadband service; cross connects; optical network units, station connections (drop, network interface device, ground rod, and wire); demarcation panels (when necessary), inside wire, and customer premise equipment.
4. Perform an assortment of tasks associated with cable splicing including maintenance of air pressurization and the splicing of lead, plastic, and fiber optic cables of all sizes.
5. Install and replace short sections of buried and/or aerial cable to eliminate faults or extend existing cables. Install pedestals, install terminals, test cable, locate underground cables, and repair faults in cables.
6. Install and maintain subscriber carrier systems, including HF line,
7. Install and maintain payphones, multi-line telephones, key systems, and hybrid business systems. Install and maintain network and customer premise equipment associated with Centrex, ISDN, or CLASS service.
8. Perform minor preventative maintenance on vehicles assigned to the employee. These tasks include checking and adding oil in the engine, antifreeze/coolant in the engine, water in the battery, windshield washer liquid, and air in the tires. Also refuel vehicle when Warehouse Attendant is not readily available.
9. Perform record keeping tasks associated with daily activities. Completing service order estimate forms, material usage forms, and other plant maintenance specific forms will be required.
10. Perform and assortment of tasks to install and maintain the broadband network, including: ADSL, DSLAM, and Mini RAM; ATM switches; VDSL system including: head end, BDTs and USAMS; and new equipment that may be purchased to expand or enhance the broadband network.
11. Install and maintain subscriber broadband service, including: ADSL modems and splitters, and VDSL modems, ether sets, residential gateways and splitters.
12. Engineering of work assignments and writing of cut sheets as appropriate.

Sec. 20.8 PLANT FACILITIES TECHNICIAN - COPPER. Employees in the Plant Facilities Technician – Copper classification will be assigned job functions related to the installation and

maintenance of the company's telephone and broadband network primarily as it relates to maintaining and providing services to complex residential and small business end users and to the distribution network, including the splicing of all types of distribution cables and the installation and maintenance of electronics. While a Plant Facilities Technician – Copper is not required to be qualified in all skills associated with this classification, he/she is required to be qualified in all skills associated with his/her job assignment. Plant Facilities Technicians - Copper are required to be able to install and maintain equipment essential to the distribution network.

The following are examples of duties and skills that can be assigned to Plant Facilities Technicians:

- 1. Perform an assortment of tasks required to make cross connects on distribution frames and assist others with testing of plant cable facilities.*
- 2. Perform an assortment of tasks to install and maintain the switching and broadband network, including: Alcatel, Fujitsu, Juniper, Calix, digital loop carriers; carrier systems; SONET equipment; HDTs; distance learning systems and new equipment that may be purchased to expand or enhance the switching network. repeaters and outside channel units. Install and maintain special circuits including data circuits, T1 facilities, and DS3 facilities.*
- 3. Install and maintain subscriber telephone and broadband service; cross connects; optical network units, station connections (drop, network interface device, ground rod, and wire); demarcation panels (when necessary), inside wire, and customer premise equipment.*
- 4. Perform an assortment of tasks associated with cable splicing.*
- 5. Install and replace short sections of buried and/or aerial cable to eliminate faults or extend existing cables. Install pedestals, install terminals, test cable, locate underground cables, and repair faults in cables.*
- 6. Install and maintain subscriber carrier systems, including HF line,*
- 7. Install and maintain payphones, multi-line telephones, key systems, and hybrid business systems. Install and maintain network and customer premise equipment associated with Centrex, ISDN, or CLASS service.*
- 8. Perform minor preventative maintenance on vehicles assigned to the employee. These tasks include checking and adding oil in the engine, antifreeze/coolant in the engine, water in the battery, windshield washer liquid, and air in the tires. Also refuel vehicle when Warehouse Attendant is not readily available.*

- 9. Perform record keeping tasks associated with daily activities. Completing service order estimate forms, material usage forms, and other plant maintenance specific forms will be required.**
- 10. Perform and assortment of tasks to install and maintain the broadband network, including: ADSL, DSLAM, and Mini RAM; ATM switches; VDSL system including: head end, BDTs and USAMS; and new equipment that may be purchased to expand or enhance the broadband network.**
- 11. Install and maintain subscriber broadband service, including: ADSL modems and splitters, and VDSL modems, ether sets, residential gateways and splitters.**

Sec. 20.9 EQUIPMENT TECHNICIAN. These employees will be expected to perform all activities included in the installation and maintenance of business class systems including key systems, PBXs, broadband edge equipment and related instruments and cabling for large business customers. Equipment Technicians will often report to work directly at the site of the customer. Equipment Technicians may be required to work on the company's telephone or broadband network if the customer is served by such network.

The following are examples of duties and skills that can be assigned to Equipment Technicians:

1. Install multi-line business telephone systems hardware, data edge/client equipment, voicemail, paging, and call accounting protocols. Replaces defective parts, including phones.
2. Complete required cabling and wiring on customer premises to accept telephone or data transmission system.
3. Provide intense and sophisticated programming of customer equipment. Program instruments for customer use. Train users on new system and equipment. Provide follow-up support services for users of new systems.
4. Troubleshoot and maintain company installed or 3rd party installed business systems. Provide phone support other Technicians or business customers. Provide close customer support to develop required databases.
5. Keep accurate documentation and completes all appropriate paperwork associated with daily activities. Maintain working inventory on vehicles. Operate company vehicles within state and out-of-state; performs minor preventative maintenance.
6. Perform an assortment of tasks associated with connecting the customer's business system to a T-1 carrier system or broadband network to meet specific customer needs and applications.

7. Install and maintain video-conferencing systems for customers, “least cost routing” LCR plans for business customers and “automatic call distribution (ACD) routines for business customers.
8. Demonstrate ability to perform complex problem isolation within telecommunications infrastructures, provide continuous research, assessment, and implementation of new technologies, hardware, and software needed to advance the applications and services rendered by the company. Assist customers with data networking and configuration.

Sec. 20.10 CREW LEADER. In addition to the duties outlined in Sec. 20.2, employees in this classification will perform an assortment of tasks required to ensure work performed by a construction crew meets the specifications of the job as engineered. This employee will assist the supervisor to ensure records such as material requisition forms and time cards have appropriate information, work order numbers and hours listed. A crew leader is expected to be a part of the working crew, but will also oversee work assigned to construction workers as required. Crew Leaders are required to obtain and maintain a Commercial Drivers License (CDL).

Sec. 20.11 SERVICE OPERATIONS ATTENDANT (Grade Levels I, II). Employees in the service operations attendant classification will be assigned job functions related to the dispatching of employees involved in the installation and maintenance of the company’s telephone and broadband network. Service Operation Attendants are further expected to assist such employees by performing or assisting with testing, provisioning and record keeping related to their work. Employees may be assigned to Grade Level I or Grade Level II as the Company deems appropriate, however, employees most recently placed into Grade Level II in the classification prior to November 16, 2006 will remain in Grade Level II until they leave the classification.

The following are examples of duties and skills that can be assigned to Service Operations Attendants:

1. Clerical duties as needed, including but not limited to updating customer records, service order facility assignment, receiving customer trouble reports and entering such reports into Company’s trouble reporting system.
2. Basic programming of switching equipment necessary to install and maintain customer lines.
3. Interaction with plant personnel to enable completion of cutovers, splicing and other jobs of a special nature.
4. Testing subscriber facilities.
5. Dispatching trouble reports, service installs, broadband assignments, facility location orders and service-related construction work orders.
6. Analyze, schedule and assign daily work activity of technicians.
7. Work with other departments for the purpose of equipment (card) change out to assure order/trouble completion.

Grade Level II Service Operations Attendants may also be assigned the responsibility of serving in a lead capacity, directing the work of other Service Operations Attendants and provisioning duties as described in the Network Technician Classification.

Sec. 20.12 TRANSFERS BETWEEN LEVELS. The Company will not demote any employee from a Level II position to a Level I position in the same classification without a unanimous decision by the Labor/Management Council. Bumping, as described in Sec. 13.1.2, is not considered a demotion for the purposes of this section.

**ARTICLE 21
WAGE RATES AND SUCCESS SHARING**

Sec. 21.1 WAGES. *The following table shall govern the minimum wages for the life of this agreement. The Company may adjust wages as it deems appropriate at any time during the life of this agreement, so long as the wages do not fall below these minimums. Wage decreases cannot be implemented until at least thirty (30) days following notification in writing to the Business Manager of the Bargaining Unit.*

	<i>Prior To 11/16/17</i>	<i>Effective 11/16/17</i>	<i>Effective 11/16/18</i>	<i>Effective 11/16/19</i>
Network Technician	\$30.00	\$30.30	+1.5%	+2%
Plant Facilities Technician (Fiber)	\$29.51	\$30.30	+1.5%	+2%
Plant Facilities Technician (Copper)	\$29.51	\$29.95	+1.5%	+2%
Crew Leader	\$22.44	\$22.78	+1.5%	+2%
Equipment Technician	\$29.51	\$30.30	+1.5%	+2%
Plant Technician	\$21.11	\$21.43	+1.5%	+2%
Service Operations Attendant, Grade II	\$28.39	\$28.82	+1.5%	+2%
Construction Technician, Grade II	\$27.39	\$27.80	+1.5%	+2%
Construction Technician, Grade I	\$12.24	\$12.42	+1.5%	+2%
Service Operations Attendant, Grade I	\$17.00	\$17.26	+1.5%	+2%
Warehouse Attendant	\$17.00	\$17.26	+1.5%	+2%
General Technician	\$18.87	\$19.15	+1.5%	+2%

An employee new to a classification will follow a series of one year “steps” to reach the designated rate of pay. The first step (Step 1) is determined by calculating 60% of the rate of pay listed for the employee’s classification in the table above. Steps 2, 3 and 4 are determined by calculating 70%, 80% and 90%, respectively.

The Company shall have the right to start an employee new to a classification in any step and/or to progress that employee faster than the process described in the previous paragraph if necessary to employ and retain that person.

The company, in its sole discretion, has the right to pay individuals in any classification up to 10% over the current base pay as outlined in this section.

Sec. 21.2 SUCCESS SHARING PLAN. The Company may, but is not required to, offer its employees an opportunity to share in the company’s success in any manner it deems appropriate.

APPENDIX A
THE CHILLICOTHE TELEPHONE COMPANY
GRIEVANCE REPORT
(Complete in Triplicate)

Name _____ Date of Report _____

Job Classification _____

Date of occurrence-grieved about _____

Describe fully the facts and circumstances complained of: _____

State the specific contract provisions purportedly violated and the nature of the
purported violation _____

State the specific relief desired: _____

Copy: 1) Grievant Signed: _____
Grievant

2) Management Signed: _____
HR/Mgmt.

3) Steward Signed: _____
Steward

APPENDIX B

UNION DUES DEDUCTION AUTHORIZATION

I hereby authorize and direct The Chillicothe Telephone Company to deduct, from my pay, Union membership initiation fee, dues and assessments in the amounts fixed in accordance with By- Laws of Local Union 578 and the Constitution of the International Brotherhood of Electrical Workers, and pay same to said Local Union in accordance with the terms of the bargaining agreement between the Company and the Union.

This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said agreement, whichever occurs sooner, and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and the Union ten (10) days prior to the expiration of each one year period, or of each applicable bargaining agreement between the Company and the Union, whichever occurs sooner.

Signature _____

Date _____ Department _____

(for Union File)

UNION DUES DEDUCTION AUTHORIZATION

I hereby authorize and direct The Chillicothe Telephone Company to deduct, from my pay, Union membership initiation fee, dues and assessments in the amounts fixed in accordance with By-Laws of Local Union 578 and the Constitution of the International Brotherhood of Electrical Workers, and pay same to said Local Union in accordance with the terms of the bargaining agreement between the Company and the Union.

This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said agreement, whichever occurs sooner, and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and the Union ten (10) days prior to the expiration of each one year period, or of each applicable bargaining agreement between the Company and the Union, whichever occurs sooner.

Signature _____

Date _____ Department _____

(for Company File)

APPENDIX C
Work Status Report

Use BWC Form

APPENDIX D
Ranking Tally Sheet

Job Title	Employee Name
Seniority	
Date of Hire in Classification	
Months in Classification	
1/2 of a point per year in Classification	0.00
BU Seniority Date	
Months in BU	
1/2 of a point per year of BU Seniority	0.00
Total Seniority Points (no max)	0.00

History of Reprimands (25 max pts.)	
Minus 1 point for each <i>verbal</i> warning, 4 points for each <i>written</i> warning, and 8 points for each <i>final warning</i> in the past 36 months from date of layoff notice	

Performance / Communications Criteria	
<i>Add 1 point for Needs Improvement, 3 points Meets Expectations, 5 points for Exceeds Expectations</i>	
Teamwork/Initiative	
Overall Quality of Work	
Work Efficiency	
Dependability/Reliability	
Interpersonal Skills	
Total Performance Points (25 max pts.)	0

Core Requirements	
Total Core Requirement Points (5 max pts.)	0.00

Additional Requirements	
Total Additional Requirement Points (10 max pts.)	0.00

Exceeded Category	
Total Exceeded Points (10 max pts.)	0

Grand Total of Points	0.00
Rank (as compared to all employees in classification)	

Employee Signature: _____
Date: _____
Manager Signature: _____
Date: _____

MEMORANDUM 1 DRIVING SAFETY

As the driver of a Horizon vehicle, an authorized driver has been given certain privileges. He/she assumes the duty of obeying all motor vehicle laws, maintaining the vehicle properly at all times, and otherwise complying with the policies and procedures as follows:

Driver Licensing and Qualifications:

To be eligible to operate a company vehicle, an employee must show that he/she has a valid drivers license issued in the state of residence for the class of vehicle being operated, which has not been suspended or revoked in any state. A Horizon driver must meet the following criteria:

1. Authorized employee of the company
2. Must be at least 18 years of age
3. Must meet licensing requirements for the state of residency
4. Will not qualify for a company vehicle, if during the last 36 months, the driver had any of the following:
 - a) Been convicted of a felony relating to motor vehicles
 - b) Been convicted of sale, handling, or use of drugs
 - c) Had automobile insurance canceled, declined, or not renewed by a company and not replacing the coverage
 - d) Been convicted of an alcohol or drug related offense while driving
 - e) Had a driver's license suspended or revoked
 - f) Been convicted of three or more speeding violations or one or more other serious violations
 - g) Been involved in two or more chargeable accidents

Screening and the Driving Record:

It is a Horizon requirement for employment that every employee position with driving duties requires a motor vehicle record (MVR) meeting the grading requirements stated below. This MVR policy applies both to drivers of company vehicles as well as employees using personal vehicles in the course of company business.

MVRs will be examined prior to the start of employment and at least annually thereafter. Any job offer made to an employee-candidate for a position with driving duties shall be contingent upon an MVR meeting the required standards; continued employment in a position with driving duties also requires an MVR meeting the standards outlined below.

The standard for MVRs are as follows:

1. All operators must have had a valid driver's license for at least three years (exception: 18 year-olds).
2. No new driver will be hired with a "borderline" or "poor" MVR. MVRs will be graded based on the table below, as minimum requirements.

3. Driving records must remain “borderline or better,” as graded on the table below, for continued employment in positions with driving duties. For specific details, refer to Corrective Action regarding Driving Safety/Substance and Alcohol Abuse Table in this Memorandum.

Any exceptions to these guidelines must be referred to senior management for written approval. The auto insurance carrier will be consulted on any/all MVRs not meeting the minimum criteria.

Motor Vehicle Grading Criteria (last three years)

Number of Moving Violations	Number of at-fault accidents			
	0	1	2	3
0	Clear	Acceptable	Borderline	Poor
1	Acceptable	Acceptable	Borderline	Poor
2	Acceptable	Borderline	Poor	Poor
3	Borderline	Poor	Poor	Poor
4	Poor	Poor	Poor	Poor
Any major violation	Poor	Poor	Poor	Poor

Violations, Accidents or Thefts:

Traffic Violations:

Fines for parking or moving violations are the personal responsibility of the assigned operator. The company will not condone nor excuse ignorance of traffic citations that result in court summons being directed to itself as owner of the vehicles.

Each driver is to report all moving violations to the Property Services Coordinator in the Accounting Department within 24 hours during the week or first thing on the first business day following weekends or holidays. This requirement applies to violations involving the use of any vehicle (company, personal or other) while on company business. Failure to report violations will result in appropriate disciplinary action.

Please be aware that traffic violations incurred during non-business (personal use) hours will affect your driving status as well and are subject to review.

Minor Violation: Any minor violation other than a major except:	Major Violations:
<ul style="list-style-type: none"> ▪ Motor vehicle equipment, load or size requirement ▪ Improper/failure to display registration ▪ Failure to sign or display registration ▪ Failure to have driver's license in possession (if valid license exists) 	<ul style="list-style-type: none"> ▪ Driving under influence of alcohol/drugs ▪ Failure to stop/report an accident ▪ Reckless driving/speeding ▪ Driving while impaired ▪ Making a false accident report ▪ Homicide, manslaughter or assault arising out of the use of a vehicle ▪ Driving while license is suspended/revoked ▪ Careless driving ▪ Attempting to elude a police officer

Accidents

In the event of an accident:

1. Do not admit negligence or liability.
2. Do not attempt settlement, regardless of how minor.
3. Get name, address and phone number of injured person and witnesses if possible.
4. Exchange vehicle identification, insurance company name and policy numbers with the other driver.
5. Take a photograph of the scene of accident if possible.
6. Call the police immediately after the accident occurs.
7. Complete the accident report in your vehicle.
8. Turn all information over to your supervisor within 24 hours.

Thefts

1. In the event of the theft of a company vehicle, notify local police immediately.
2. When possible, park vehicles in a well-traveled, highly visible area that is well lit when away from home.

Driver Responsibilities:

1. Seat belts must be worn at all times by all occupants of a company vehicle – no exceptions. It is the driver’s responsibility to ensure that all occupants fasten their belts prior to operating the vehicle.
2. Each driver is expected to maintain his or her assigned vehicle in a safe operating condition.
3. To ensure the safety of the employees Horizon encourages breaks when driving for long periods of time (e.g., 20-minute break/4 hrs. drive time.)
4. When not in use, the vehicle should be locked with the windows rolled up. When possible:
 - a) do not leave merchandise or equipment in open view inside the vehicle
 - b) lock all valuable items in the trunk when the vehicle is left unattended.
 - c) park vehicles in a well-traveled, highly visible area that is well lit when away from home
5. The company prohibits the transport of a hitchhiker, the use of a company vehicle for any business venture other than that pertaining to the associate’s job duties, and the acceptance of any form of compensation for carrying passengers or material by any individual.
6. Vehicle odometers are not to be tampered with, in accordance with federal odometer laws and regulations.

Corrective Actions - The following table identifies the corrective actions regarding driving safety/substance & alcohol abuse. Because a valid Ohio Driver’s License is an essential requirement of every classification, the Company has a right to terminate the employment of any employee whose driving privileges have been revoked, regardless of the violation or combination of violations leading to such revocation. The Company will allow an appropriate amount of time for the employee to seek on-the-job driving privileges acceptable to its insurance carrier, but may choose to place the employee on leave without pay until the matter is resolved.

Corrective Actions regarding Driving Safety/ Substance & Alcohol Abuse	
VIOLATION	ACTION TAKEN BY HORIZON
DUI – Anytime while driving company provided transportation	Company reserves the right to terminate his/her employment.
DUI – Personal Time – Driving Position	\$3.00 per hour reduction in pay, for employees in driving positions, until he/she is eligible to drive per our Driving Safety Policy (rating of Borderline or better). Proof of rehabilitation program completion and negative drug test results.
Excessive Moving Violations (including At-Fault Accidents, etc.)– Driving position - excluding DUI described above (as described in policy 1-25, Driving Safety Policy)	\$1.00 per hour reduction in pay, for employee's in driving positions, until you are eligible to drive per our Driving Safety Policy (rating of Borderline or better)
1 st Positive Random/ For Cause Drug/ Alcohol Test	Lay-off due to inability to perform essential job functions until 1 st negative drug/alcohol test results received. \$3.00 per hour reduction in pay until he/she is able to provide proof of completion of rehabilitation program recommended by EAP and negative drug test. Subject to additional drug testing.
2 nd Positive Drug/ Alcohol Test	Termination
Conviction of a Felony	Company reserves the right to terminate employment.
Conviction of Sale/ Handling/ Use of Drugs	Termination
Excessive Moving Violations – Non-driving position (as described in policy 1-25, Driving Safety Policy)	Normal notification of non-driving privileges.
* This schedule is not meant to be all-inclusive	

MEMORANDUM 2
ALCOHOL AND SUBSTANCE ABUSE

Rationale

The abuse of drugs and alcohol is a concern for all persons employed by Horizon Telecom, Inc. as such substance abuse is detrimental to the Company and harmful to the health and welfare of the individual(s) involved. The purpose of a policy is to inform all employees of the Company's position on the abuse of drugs and alcohol and to advise them of the possible sanctions and penalties which may be imposed for violations of the policy.

With these basic objectives as a rationale, Horizon has established various rules and regulations regarding the use, possession or sale of drugs and/or alcohol.

A list of terms:

- **Alcohol** — is the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol
- **Alcohol Concentration (or Content)** — “Alcohol concentration” (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test
- **Alcohol Use** — “Alcohol use” means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol
- **Commercial Motor Vehicle** — “Commercial motor vehicle” means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
 - a. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
 - b. Has a gross vehicle weight rating of 26,001 or more pounds; or
 - c. Is designed to transport 16 or more persons, including the driver.
 - d. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).
- **Controlled Substances** — “Controlled substances” means marijuana, cocaine, opiates (codeine, morphine), amphetamines and phencyclidine (PCP, angel dust).

- **Illegal drug** □ means any drug (a) which is not legally obtainable and whose use, possession, or transfer is restricted or prohibited by law or (b) which is legally obtainable but has not been legally obtained; the term “illegal drugs” broadly refers to all forms of narcotics, depressants, stimulants, hallucinogens, cocaine, crack, amphetamines, or other drugs or preparations which alter a person’s physical or emotional state, including marijuana
- **Legal drug** □ includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured
- **Medical Review Officer (“MRO”)** — “Medical review officer” means a qualified licensed physician (medical doctor or doctor of osteopathy) responsible for receiving and reviewing laboratory results generated by Horizon’s drug testing program and evaluating medical explanations for drug testing results.
- **On Duty Time** — “On duty time” means all time from the time an employee begins to work or is required to be in readiness to work until the time he or she is relieved from work and all responsibility for performing work. It includes:
 - a. All time at a job, worksite, Horizon’s main headquarters or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty;
 - b. All time inspecting vehicle safety equipment (i.e. brakes, steering mechanisms, lights and reflector, tires, hoses, mirrors, window wipers, or coupling devices) or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
 - c. All driving time (i.e., time spent at the driving controls of a commercial motor vehicle in operation);
 - d. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
 - e. All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate a vehicle, or giving or receiving receipts for shipments loaded or unloaded;
 - f. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- **Performing a Safety-Sensitive Function** — A covered employee is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.
- **Refuse to Submit** — “Refuse to submit” to an alcohol or controlled substances test means that an employee (1) fails to provide adequate breath for alcohol testing without a valid medical explanation; (2) fails to provide an adequate amount of urine for controlled substance testing

without a valid medical explanation; (3) fails to remain readily available after an accident for post-accident testing; (4) fails to sign Step 2 of the alcohol testing form; (5) fails to undergo a retest as directed; (6) provides an adulterated or substituted urine specimen; or (7) engages in conduct that otherwise obstructs the testing process, including without limitation failing to appear for testing, failing to remain at the testing site, refusing to provide a specimen, failing to permit a direct observation or monitored collection as directed, or failing to undergo a medical examination as directed.

- **Safety Sensitive Function (“SSF”)**— Safety-sensitive functions are any of the on-duty functions listed under the definition of “on duty time.”
- **Substance abuse** □ is the unauthorized use of any drugs or alcohol or use in such quantity or frequency as to impair a person’s mental or physical capacity
- **Substance Abuse Professional (“SAP”)** — “Substance abuse professional” means a qualified licensed physician (Medical Doctor or Doctor of Osteopathy) or a qualified licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) who evaluates employees who have engaged in prohibited conduct and makes recommendations concerning education, treatment, follow-up testing, and aftercare.
- **Under the influence** □ means that the employee has alcohol or mood altering drugs in his/her system and is affected by such alcohol or drug in any detectable manner, including but not limited to impaired performance of job duties and responsibilities; the actual quantity of drugs or alcohol in the employee’s system which constitutes “under the influence” will vary from case-to-case and may be determined in consultation with medical authorities, when appropriate

I. Pre-Employment Screening

All employment offers are contingent upon satisfactory completion of a Company-paid urinalysis or other drug screening prior to the effective hire date. Individuals receiving an employment offer are required to sign a Consent Form For PreEmployment Alcohol And Drug Screening. Refusal to submit to a test will void the employment offer.

Effective hire dates are not determined until the medical clearance has been received.

A. Legal Drugs

Applicants are required to notify Horizon about the use of any mood-altering drug, which has been prescribed by a physician, and, upon request, offer proof, to the satisfaction of the Company, that the consumption of the drug is consistent with the physician’s directions. If the applicant is unable to provide such proof, employment may be denied. Employment also may be denied where future or continued use of the drug poses a potential safety risk or may impair job performance.

B. Illegal Drugs

When the presence of an illegal drug is detected in the job applicant, employment will be denied. Applicants who are denied a position because of a positive drug test may reapply for employment after a six month waiting period. If an applicant protests a positive test result, Horizon may, but is not required to, exercise its discretion and permit the applicant to submit to a second test. This will be granted if special circumstances exist that the Company believes may have allowed an error to be made.

II. On-The-Job Use, Possession Sale Or Being Under The Influence Of Drugs Or Alcohol

A. Alcohol

Alcohol use, possession, transfer, sale, purchase or being under the influence of alcohol is strictly prohibited while at work or while on Horizon premises. Such use, possession, sale or influence may affect the safety of co-workers or members of the public, the employee's job performance, or the safe or efficient operation of the Company.

B. Legal Drugs

Except as provided below, the use of any legally obtained drug by an employee while at work or while on the premises is prohibited to the extent such use may affect the safety of the employee, coworkers or members of the public, the employee's job performance, or the safe or efficient operation of the Company. An employee may continue to work, even though under the influence of a legal drug, if his/her physician has determined that the employee does not pose a threat to his or her own safety or the safety of coworkers and that the employee's job performance is not significantly affected by the legal drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate action determined by the Company. All employees are required to notify Human Resources about the use of any drug prescribed by a physician that may alter the employee's physical or emotional state. Human Resources will notify the employee's immediate supervisor when necessary.

C. Illegal Drugs

The use, sale, purchase, transfer, or possession of an illegal drug by any employee while at work or on the premises is strictly prohibited. Such action may be reported to appropriate law enforcement officials and is cause for immediate termination.

III. Off Premises Use Of Drugs Or Alcohol

Any employee who engages in any of the following off premises activities will be subject to disciplinary action: the use, sale, possession, transfer, or purchase of alcohol or illegal drugs where such involvement constitutes a direct threat to Horizon's property, another Horizon employee, affects an employee's job performance, generates publicity or circumstances adversely affecting the Company or its employees, or results in a criminal conviction.

A. Medical Testing

Horizon reserves the right to require employees to undergo medical testing for alcohol and/or drug use if it has reasonable suspicion to believe, based on specific, objective facts, that the employee is under the influence of alcohol and/or drugs or has used such substances on Company property or if the employee is involved in a work related accident.

The types of tests that may be used include breathalyzer, blood tests, and/or urinalysis. No medical test will be administered without the written consent and release of the employee. A refusal to submit written consent to medical testing under the conditions outlined in the preceding paragraph will be deemed insubordination and will result in discipline, including suspension or termination.

If a medical test shows the presence of alcohol, an illegal drug or a legal drug, the use of which the employee has not notified Horizon, Horizon may request a confirmation test to ensure the accuracy of the test results, if practical under the circumstances.

B. Disciplinary Action

Any violation of the Alcohol and Substance Abuse policy may result in disciplinary action, up to and including termination. Should the disciplinary action result in suspension, the employee must submit proof of a negative drug test before returning to work. If no proof is submitted within six weeks, the employee will be separated from employment. The returning employee will be required to submit to random drug testing for the first six (6) months or a longer period if circumstances require. Any employee who is involved in the sale or purchase of drugs during the workday or on Company premises will be subject to immediate discharge.

C. Searches

Horizon reserves the right to conduct searches for illegal drugs or alcohol on Company premises, including desks, lockers, or other stationary containers.

D. Employee Assistance

Any employee who has recognized that she/he has developed an addiction to or dependence on alcohol and/or drugs is encouraged to seek assistance. An employee will not be disciplined for seeking assistance in correcting a drug or alcohol abuse problem. However, a violation of this policy will not be excused or condoned because an employee has sought or is receiving assistance.

IV. Substance Abuse Policy For CDL Drivers

A. Who is Covered?

This portion of the policy applies only to employees of Horizon who possess a Commercial Driver's License ("CDL") at the Company's expense or as part of their employment.

B. Prohibited Conduct

Employees may not:

1. Use of Alcohol

- a. Use alcohol while performing an SSF; or
- b. Perform an SSF within four hours after using alcohol (pre-duty use); or
- c. Report to duty or perform an SSF with an alcohol concentration of .02 or greater;
or
- d. Use alcohol when required to be tested following an accident for eight (8) hours after the accident or until tested, whichever occurs first; or
- e. Refuse to submit to a required post-accident, random, reasonable suspicion, or follow-up alcohol test, including failure to provide adequate breath for testing without a valid medical explanation, engaging in other conduct that clearly obstructs the testing process, failure to remain available after an accident for post-accident testing, or failure to sign Step 2 of the alcohol testing form.

2. Use of Controlled Substances (“Drugs”)

- a. Report for or remain on duty requiring the performance of an SSF when the employee uses any controlled substance except when an employee is using such substance pursuant to the instruction of a physician who has advised the employee that the substance will not adversely affect the employee’s ability to safely operate a commercial motor vehicle; or
- b. Test positive for a controlled substance; or
- c. Refuse to submit to a required post-accident, random, reasonable suspicion, or follow-up drug test or retest, including failure to provide an adequate amount of urine for testing without a valid medical explanation, engaging in other conduct that obstructs the testing process, failure to remain available after an accident for post-accident testing, or submission of an adulterated or substituted specimen; or
- d. When an employee is using a controlled substance pursuant to the instruction of a physician, fail to notify his or her supervisor of the use of such controlled substance and fail to provide his or her supervisor with necessary information from his or her physician that the substance will not adversely affect the performance of the employee’s safety sensitive functions.

D. Consequences of Engaging in Prohibited Conduct

1. General

Any employee who engages in prohibited conduct under this policy is subject to discipline up to and including discharge for the first offense. The employee will be removed from duty and, at the option of Horizon, may be terminated, suspended or referred for evaluation and treatment by an SAP. If the employee, subsequent to returning to duty after a first offense, again engages in prohibited conduct under this policy, the employee will be discharged. In addition to any corrective action deemed necessary, the employee will be advised of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses, and telephone numbers of SAPs and counseling and treatment programs.

2. Alcohol concentration of greater than .02 but less than .04

Employees tested under this policy who are found to have an alcohol concentration of .02 or greater but less than .04 may not perform an SSF until the start of the employee's next regularly scheduled duty period, but not less than twenty-four (24) hours after the test was administered.

3. Alcohol concentration of .04 or greater or other violation of alcohol rules

Employees tested under this policy who are found to have an alcohol concentration of .04 or greater or who otherwise engage in prohibited conduct involving alcohol will be immediately relieved from performing any SSF or other duty and will be subject to discipline up to and including discharge. Horizon will advise the employee of the resources available in evaluating and resolving problems associated with the misuse of alcohol, including the names, addresses, and telephone numbers of SAPs and counseling and treatment programs. If the employee is not discharged, the following must occur before the employee may return to duty requiring the performance of a safety-sensitive function:

- a. The employee will submit to an initial evaluation by a SAP, who will determine what assistance the employee needs in resolving problems associated with alcohol misuse and controlled substance use (Horizon must approve of the employee's choice of SAP and the employee will be responsible for payment of services);
- b. The employee will comply, after the initial evaluation, with the SAP's referral to education or treatment programs (the employee will be responsible for payment of these programs);

c. The employee will again be evaluated by the SAP to confirm that the employee has properly followed the program prescribed by the SAP, to determine what continuing treatment, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substance use, and to provide a follow-up testing plan (the employee will be responsible for payment of services);

d. The employee will undergo a return to duty alcohol test with a result of an alcohol concentration less than .02, and the employee may also be required to undergo a return to duty controlled substance test with a verified negative result if the SAP determines that such testing is necessary;

e. The employee will be subject to follow-up alcohol testing as provided by the SAP, and the employee may also be required to undergo follow-up controlled substance testing if the SAP determines that such testing is necessary; and

f. The employee will comply with any other conditions for returning to duty established by Horizon.

In addition, after the follow-up evaluation with the SAP, and even after the employee returns to duty requiring the performance of a safety-sensitive function, the employee is required as a condition of continued employment to participate in the programs prescribed by the SAP for continued treatment, and Horizon may, at its discretion, require additional follow-up evaluations with the SAP. The employee is responsible for payment for continuing treatment and continuing SAP services.

4. Employees testing positive for a controlled substance or engaging in prohibited conduct involving controlled substances

Employees who have a verified positive controlled substance test or who otherwise engage in prohibited conduct involving controlled substances will be immediately relieved from performing any SSF or other duty and will be subject to discipline up to and including discharge. Horizon will advise the employee of the resources available in evaluating and resolving problems associated with controlled substances use, including the names, addresses, and telephone numbers of SAPs and counseling and treatment programs. If an employee is not discharged, the following must occur before an employee may return to duty requiring the performance of a safety-sensitive function:

a. The employee will submit to an initial evaluation by a SAP, who will determine what assistance the employee needs in resolving problems associated with alcohol misuse and controlled substance use (Horizon must approve of the employee's choice of SAP and the employee will be responsible for payment of services);

b. The employee will comply, after the initial evaluation, with the SAP's referral to education or treatment programs (the employee will be responsible for payment of these programs);

- c. The employee will again be evaluated by the SAP to confirm that the employee has properly followed the program prescribed by the SAP, to determine what continuing treatment, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substance use, and to provide a follow-up testing plan (the employee will be responsible for payment of services);
- d. The employee will undergo a return-to-duty controlled substance test with a verified negative result, and the employee may also be required to undergo a return-to-duty alcohol test with a result of an alcohol concentration less than .02 if the SAP determines that such testing is necessary; and
- e. the employee will be subject to follow-up controlled substance testing as provided by the SAP, and the employee may also be required to undergo follow-up alcohol testing if the SAP determines that such testing is necessary; and
- f. the employee will comply with any other conditions for returning to duty established by Horizon.

In addition, after the follow-up evaluation with the SAP, and even after the employee returns to duty requiring the performance of a safety-sensitive function, the employee is required as a condition of continued employment to participate in the programs prescribed by the SAP for continued treatment, and Horizon may, at its discretion, require additional follow-up evaluations with the SAP. The employee is responsible for payment of continuing treatment and continuing SAP services.

E. Circumstances for Testing for Alcohol

1. Post-Accident Testing

An employee who is involved in an accident involving a commercial motor vehicle operating on a public road in commerce must undergo a post-accident alcohol test if:

- a. the employee was performing an SSF with respect to the vehicle and the accident involved the loss of human life; or
- b. the employee receives a citation under state or local law for a moving traffic violation arising out of the accident, if the accident involved:
 - (1) bodily injury to any person who, as a result of the injury, immediately received medical treatment away from the scene of the accident; or
 - (2) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

An employee will not be required to undergo post-accident testing for an accident (a) involving only boarding or alighting from a stationary motor vehicle; or (b) involving only the loading or unloading of cargo; or (c) in the course of the operation of a passenger vehicle unless the motor vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded.

The test will be administered as soon as practicable following the accident, normally within two (2) hours of the accident. An employee may be tested up to eight (8) hours after the accident. If the test is not administered within two (2) hours following the accident, Horizon will prepare and maintain on file a record stating the reasons the test was not administered within that time.

Failure to remain available after the accident for such testing will be deemed to be a refusal to submit to testing. An employee who leaves the accident scene to obtain assistance or necessary medical treatment for anyone involved in the accident will be excused from testing for such time as is reasonably necessary to obtain such assistance or treatment. Also, an employee subject to post-accident testing must refrain from consuming alcohol for eight hours following the accident or until he or she submits to an alcohol test, whichever occurs first.

The results of a post-accident test for the use of alcohol conducted by a federal, state, or local office having independent authority to conduct such test may be obtained and used by Horizon in place of its own test as long as the test conforms to applicable federal, state, or local requirements.

Horizon will provide each covered employee with necessary post-accident information, procedures, and instructions prior to the first time the employee performs an SSF.

2. Random Testing

Covered employees will be subject to random, unannounced alcohol testing scheduled throughout the year. This testing will only occur while, immediately before, or immediately after performing an SSF. Employees must proceed to the designated testing site immediately upon notification of selection for testing, unless an employee is performing an SSF other than driving a commercial motor vehicle upon notification, in which case the employee shall cease to perform the SSF and proceed to the testing site as soon as possible. Each covered employee will have an equal chance of being tested each time selections are made.

3. Reasonable Suspicion Testing

Horizon will test a covered employee for alcohol misuse when it has reasonable suspicion to believe the employee has engaged in prohibited conduct involving alcohol under this policy.¹

Regardless of whether or not a reasonable suspicion test is administered, no covered employee will be allowed to report for or remain on duty requiring the performance of an SSF while the employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, until:

- a. An alcohol test is administered and the employee's alcohol concentration is less than .02; or
- b. twenty-four (24) hours have passed since the reasonable suspicion determination was made.

4. Return-to-Duty Testing

Except for an employee who is found to have an alcohol concentration of .02 or greater but less than .04, an employee who has engaged in prohibited conduct involving alcohol must be evaluated by a substance abuse professional and undergo an alcohol test with a result indicating an alcohol concentration of less than .02 before returning to work involving an SSF. The employee may also be required to undergo a return-to-duty controlled substance test with a verified negative result if the SAP determines that such testing is necessary.

5. Follow-up Testing

Except for an employee who is found to have an alcohol concentration of .02 or greater but less than .04, each employee who has engaged in prohibited conduct involving alcohol and who has

¹ Notice to Managers: Under Department of Transportation regulations, a determination that reasonable suspicion exists to require an alcohol test must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations must be made by a supervisor or Horizon official who has received at least sixty (60) minutes of training on alcohol misuse and an additional sixty (60) minutes on controlled substance use. The person making the reasonable suspicion determination is prohibited from conducting the test on that employee. Reasonable suspicion testing is authorized only if the required observations are made during, just preceding, or just after the period of the work day when the employee is performing an SSF and only if the employee is directed to undergo testing while, just preceding or just after the employee's performance of SSFs. The test will normally be administered within two (2) hours following the reasonable suspicion determination and no later than eight (8) hours following this determination. If the test is not administered within two (2) hours of the reasonable suspicion determination, Horizon will prepare and maintain on file a record stating the reasons the test was not administered within that time.

returned to duty involving the performance of an SSF is subject to a minimum of six (6) unannounced alcohol tests administered by Horizon over the first twelve (12) months following his or her return to duty. The follow-up tests may also include controlled substance tests if the SAP determines such testing is necessary. The SAP may require more than six (6) tests the first year and may extend follow-up testing for up to sixty (60) months from the date of the employee's return to duty. Follow-

up alcohol testing will be conducted only during, just after, or just before the employee's performance of an SSF.

F. Circumstances for Testing for Controlled Substances

1. Pre-Employment Testing

Horizon must receive a controlled substance test result for each covered employee from a MRO indicating a verified negative result prior to the first time the employee performs a SSF for Horizon.

2. Post-Accident Testing

An employee who is involved in an accident involving a commercial motor vehicle operating on a public road in commerce must undergo a post-accident controlled substance test if:

- a. the employee was performing an SSF with respect to the vehicle and the accident involved the loss of human life; or
- b. the employee received a citation under state or local law for a moving traffic violation arising out of the accident, if the accident involved:
 - (1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - (2) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

An employee will not be required to undergo post-accident testing for an accident (a) involving only boarding or alighting from a stationary motor vehicle; or (b) involving only the loading or unloading of cargo; or (c) in the course of the operation of a passenger vehicle unless the motor vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded.

The test will be administered as soon as practicable following the accident, but under no circumstances later than thirty-two (32) hours after the accident. If the test is not administered within thirty-two (32) hours following the accident, the employer shall prepare and maintain on file a record stating the reasons the test was not promptly administered.

An employee who is subject to post-accident testing must remain available for such testing or he or she will be deemed to have refused to submit to testing. An employee who leaves the accident scene to obtain assistance or necessary medical treatment for the employee or others involved in the accident, however, is excused from testing until such time as is reasonably necessary to obtain such assistance or treatment.

The results of a test for the use of controlled substances conducted by a federal, state or local office having independent authority to conduct such test may be obtained and used by Horizon in place of its own test as long as the test conforms to applicable federal, state, or local requirements.

Horizon will provide each covered employee with necessary post-accident information, procedures, and instructions prior to the first time the employee performs an SSF.

3. Random Testing

Covered employees will be subject to random, unannounced controlled substance testing scheduled throughout each year. Employees must proceed to the designated testing site immediately upon notification of selection for testing, unless an employee is performing a SSF other than driving a commercial motor vehicle upon notification, in which case the employee shall cease to perform the SSF and proceed to the testing site as soon as possible. Each covered employee will have an equal chance of being tested each time selections are made.

4. Reasonable Suspicion Testing

Horizon will test employees when it has reasonable suspicion to believe an employee has engaged in prohibited conduct involving controlled substances under this policy.²

² Notice to Managers: Under Department of Transportation regulations, a determination that reasonable suspicion exists to require a controlled test must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body substance odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances. The observations must be made by a supervisor who has received at least sixty (60) minutes of training on controlled substance abuse and an additional sixty (60) minutes on alcohol misuse. A written record will be made of the observations leading to a controlled substance reasonable suspicion test and signed by the supervisor or Horizon official who made the observations, within twenty-four (24) hours of the observed behavior or before the results of the test are released, whichever is earlier.

5. Return to Duty Testing

An employee who has engaged in prohibited conduct involving controlled substances must be evaluated by an SAP and undergo a controlled substance test with a result indicating a verified negative result for controlled substance use before returning to duty requiring performance of a safety-sensitive function. The employee also may be required to undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than .02 if the SAP determines that such testing is necessary.

6. Follow-up Testing

Each employee who has engaged in prohibited conduct concerning a controlled substance under this policy and who has returned to duty involving the performance of an SSF is subject to a minimum of six (6) unannounced controlled substance tests administered by Horizon over the first twelve (12) months following his or her return to duty. The follow-up tests may also include alcohol tests if the SAP determines such testing is necessary. The SAP may require more than six (6) tests the first year and may extend follow-up testing for up to sixty (60) months from the date of the employee's return to duty.

G. Administration of Testing

1. Alcohol Testing

Testing for alcohol will be by an initial breath or saliva test with a confirmatory evidential breath testing device ("EBT") administered by a breath alcohol technician ("BAT") who has been properly trained in the use of an EBT.³

The initial test given is a screening test. If the screening test result is less than .02, no further testing will be done. If it is .02 or greater, the employee must undergo a second test, the confirmation test. The confirmation test may not be conducted sooner than fifteen minutes after the completion of the screening test. The confirmation test normally will be conducted within thirty minutes after the completion of the screening test, but a confirmation test is valid even if conducted after thirty minutes. In the event the screening and confirmation tests do not agree, the confirmation test result is deemed to be controlling.

After the completion of the required test(s), the BAT will transmit the results in a confidential manner to the president of Horizon. The BAT must immediately transmit any results that would require Horizon to prevent the employee from performing an SSF. If the BAT reports that the test was cancelled, then the employee will be required to submit to a retest if the test requires a negative result (e.g., return-to-duty testing, follow-up testing).

³ Notice to Managers: A BAT-qualified supervisor of an employee may conduct the alcohol test for that employee only if another BAT is unavailable to perform the test in a timely manner, except that a supervisor making a reasonable suspicion determination may not administer the reasonable suspicion test to that employee.

2. Controlled Substances Testing Procedures

Horizon will test for five controlled substances: marijuana, cocaine, opiates, amphetamines and phencyclidine. Testing will be done by collection of urine specimens from covered employees.

The employee must provide a urine specimen of at least 45 milliliters. The specimen will be split into two, a primary specimen and a split specimen. The primary specimen will be analyzed by a DHHS-certified laboratory and, if positive for one or more of the tested controlled substances, a confirming test will be done on the primary specimen. The laboratory also will conduct validity testing on the primary specimen in order to determine whether the specimen has been adulterated, substituted, or diluted or is otherwise invalid. The laboratory will report its results to the MRO.

Prior to verifying a positive drug test result or an adulterated, substituted, or otherwise invalid result, the MRO will make a reasonable effort to contact the employee confidentially to discuss the test result. If contact is made, and after discussing the test result with the employee and examining any alternate medical explanations for the result, the MRO will decide whether to verify the positive, adulterated, substituted, or invalid test result.⁴ If verified by the MRO, an adulterated or substituted result will be reported to Horizon as a refusal to test and an invalid test result will be reported as a canceled test with a specification as to whether retesting is required. A verified positive test result will be reported as such to Horizon.

3. Employee's Right to Testing of Split Specimen

An employee with a verified positive result for controlled substances or a refusal to test result based on adulteration or substitution has the right, within 72 hours of notification of the verified result, to request the MRO have the split specimen be sent to another DHHS-certified laboratory for reanalysis. However, action required by law or this policy as the result of a verified test result (such as removal from performing an SSF) is not stayed pending the result of the split specimen test. Should the split sample fail to confirm the presence of a controlled substance or the adulteration or substitution, the MRO will notify the Department of Transportation, Horizon and the employee that the entire test has been canceled and of the reasons for the cancellation. The cost of testing the split sample must be borne by the employee.

4. Retests

An employee will be required to provide another urine specimen for further testing for

⁴ **Notice to Managers:** If the MRO is unable to contact the employee, a designated management official of the Company will make a reasonable effort to contact the employee and request him or her to contact the MRO to discuss the test results. When the designated management official is able to contact the employee, he or she will document this contact and immediately advise the MRO that the employee has been instructed to contact the MRO within twenty-four (24) hours. If the employee fails to contact the MRO within five (5) days of being instructed to do so, the MRO may verify the result of the test as positive or as a refusal to test. If the designated management official is unable to contact the employee, the employee may be placed on temporary medically unqualified status or medical leave, and if after making all reasonable efforts, neither the MRO nor the designated management official is able to contact the employee within fourteen (14) days of the date on which the MRO received the confirmed test result from the laboratory, the MRO may verify the test as positive or as a refusal to test.

controlled substances under the following circumstances:

- When the MRO reports a negative test result with the specification that the specimen was dilute and the creatinine concentration of the specimen was greater than 5 mg/dL;
- When the MRO reports a negative test result with the specification that the specimen was dilute and the creatinine concentration of the specimen was greater than or equal to 2 mg/dL and less than or equal to 5 mg/dL (in this case, the employee will be required to provide the additional urine specimen under direct observation);
- When the MRO reports a cancelled test result because the specimen was invalid without an adequate medical explanation (in this case, the employee will be required to provide the additional urine specimen under direct observation);
- When the MRO reports a cancelled test result because the specimen was invalid with an adequate medical explanation or because the specimen was rejected for testing, but only if the test requires a negative result (e.g., pre-employment testing, return-to-duty testing, follow-up testing);
- When the MRO reports a cancelled test result because the split specimen was unavailable for testing (in this case, the employee will be required to provide the additional urine specimen under direct observation).

5. Notification to Employees of Controlled Substance Test Results

Individuals who have undergone pre-employment controlled substance testing may request the test results within sixty days of being notified of the disposition of their employment application.

Employees who have a verified positive controlled substance test will be notified of the result and the substance for which the employee tested positive.

H. Records

Horizon will maintain records of its alcohol misuse and controlled substance use prevention program in a secure location with controlled access. Access to these records will be limited to those persons who are entitled to see them under federal regulation or other applicable law.

Before the first time a covered employee performs an SSF, the employee must consent to allow Horizon to obtain the following records from the employee's previous employers during the two years preceding the date of application, which are maintained under DOT regulations:

- alcohol test results with a result of .04 alcohol concentration or greater;
- verified positive controlled substance test results;

- refusals to be tested;
- other violations of drug and alcohol testing regulations; and
- documentation of the employee's successful completion of return-to-duty requirements (if the previous employer does not have this information, the employee must provide it to Horizon).

In addition, the employee is required to disclose whether he or she tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee applied for, but did not obtain, safety-sensitive transportation work during the past two years.

If feasible, Horizon will obtain and review this information prior to the first time an employee performs an SSF. If not feasible, the information will be obtained and reviewed as soon as possible, but no later than as required by law after the employee first performs a safety-sensitive function. Horizon will maintain a written confidential record of the information obtained or, if unable to obtain this information after making a good faith effort, Horizon will make and retain a record of the efforts to obtain this information.

If the records reveal the employee had engaged in prohibited conduct, the employee may not perform an SSF until Horizon has obtained information on the employee's successful completion of applicable return-to-duty requirements.

Amended sections of this agreement become effective when signed by the Company and the Union and when approved by the International President of the International Brotherhood of Electrical Workers.

**LOCAL UNION NO. 578
OF THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

President

Recording Secretary

Date

THE CHILLICOTHE TELEPHONE COMPANY

William A. McKell, President

Trevor C. Kendall, Human Resources

Date