

AGREEMENT

BETWEEN

CENTRAL INDIANA COMMUNICATIONS, INC. AND  
CENTRAL INDIANA UTILITIES, INC.

AND

COMMUNICATIONS WORKERS OF AMERICA AFL-CIO, LOCAL 4900

DECEMBER 14, 2020

TO

DECEMBER 13, 2024

THIS AGREEMENT, made and entered into on the \_\_\_ day of November 2020, by and between Central Indiana Communications, Inc. ("CICI") and Central Indiana Utilities, Inc. ("CIUI") (collectively, hereinafter referred to as the "Employer"), and Communication Workers of America AFL-CIO, (hereinafter referred to as the "Union"), acting through its agent, Local Union 4900, for itself and on behalf of the Employees as defined in Article 4, Section 1, employed by the Employer and collectively designated herein as the "Employees."

WITNESSETH:

WHEREAS, the Employer and the Union desire to establish a cooperative and suitable labor-management relationship; and

WHEREAS, the Employer and the Union desire to establish fair and equitable terms and conditions of employment;

WHEREAS, all Employees hired before July 1, 2018, are employed by CICI and all Employees hired on or after July 1, 2018, are employed by CIUI; and

WHEREAS, the Employer and the Union have negotiated the terms and conditions of a Collective Bargaining Agreement, and desire to reduce the same to writing:

NOW, THEREFORE, the parties hereto enter into the following Articles of Agreement:

## **ARTICLE 1**

### **Mutual Recognition of Rights of Parties**

#### **Section 1 -- Bargaining Representative**

The Employer recognizes the Union as the sole representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and all other conditions of employment for its Employees among the full time and regular part-time Multi-media Technicians and Electronic Systems Technicians employed by the Employer at its Greenfield, Indiana facility ("Inside Plant Employees") and among the full time and regular part-time Outside Plant Technicians employed by the Employer at its Greenfield, Indiana facility ("Outside Plant Employees") (each, a "Group" and collectively Inside Plant Employees and Outside Plant Employees are referred to as "Employees" as defined in Article 4, Section 1, below); BUT EXCLUDING all sales employees, all office clerical employees, all professional employees and all guards and supervisors as defined in the Act and further excluding all temporary employees.

#### **Section 2 -- Management Rights**

The operation, control and management of the Employer's plant, business and operations, and all activities of the Employer in connection therewith which are covered or affected by this Agreement and the supervision and direction of the working forces in said plant, operations and business are and shall always continue to be solely and exclusively the functions and prerogatives of the management of the Employer.

All of the rights, functions and prerogatives of management which are not specifically restricted or modified by one or more explicit provisions of this Agreement are reserved and retained exclusively to the Employer, and shall not be subject to arbitration or otherwise questioned by the Union or any Employee covered by this Agreement at any time or in any manner. In no event shall any right, function or prerogative of management ever be deemed or construed to have been modified, diminished or impaired by any past practice or course of conduct, or otherwise than by an explicit provision of this Agreement.

Specifically, but without in any manner limiting or affecting the generality of the foregoing, it is distinctly understood and agreed that this Agreement does not affect and shall never be deemed or construed to impair or limit in any way the Employer's inherent right, in its sole discretion and judgment, to: determine the extent of the operations, business and services to be rendered or carried on by the Employer; determine whether and to what extent the work required in its business shall be performed by Employees covered by this Agreement; determine the physical fitness and mental ability of its Employees to perform their jobs; distribute overtime; determine the suppliers and customers with whom it will deal, and the prices at which and terms upon which its materials, equipment, and supplies will be purchased, leased or otherwise acquired and its merchandise, products and services will be sold; determine the size and composition of the working force covered by this Agreement; assign work; establish policies affecting the selection of new Employees; establish and enforce quality and service standards for its products and services; establish, internally rearrange and discontinue departments; change existing and introduce new and improved production, maintenance, merchandising, transportation and service methods and facilities; establish and change production and work quotas; change or establish jobs or operations; combine or discontinue jobs or operations; and determine when and if vacancies in the working force shall be filled; subcontract or procure others to do production, service and maintenance work; and discontinue temporarily or permanently, in whole or part, the operations of the plant and business covered or affected by this Agreement.

The Employer shall also have the right, from time to time, to make and enforce reasonable rules and regulations relating to the operation of the Employer's business; abolish or modify existing rules applicable to Employees covered by this Agreement; establish reporting times and reporting locations, hire; transfer; lay-off; promote; demote; discharge for cause; discipline Employees; relieve Employees from duties because of lack of work or other reasons; plan, direct and control operations; determine the amount and quality of work required; introduce new methods, improve methods, or modify and/or delete existing methods and practices; transfer Employees from one location or classification to another; and establish and enforce safety

regulations and rules.

The foregoing factors relating to operations are solely and exclusively vested in the Employer as it may from time to time deem necessary or advisable, unless expressly prohibited from so doing by some explicit provision of this Agreement.

It is agreed that these prerogatives will not be exercised in violation of the terms of this Agreement.

### Section 3 -- Agency Shop Agreement

An Employee who is a member of the Bargaining Unit, as defined in Article 1, Section 1, and who has been employed more than thirty (30) calendar days shall, not later than the fifteenth (15th) calendar day of each calendar month, tender to the Union an amount of money equal to the monthly dues uniformly charged by the Union to all Employees who are members of the Union, except as otherwise provided by current law.

### Section 4 -- Check Off of Union Dues

Except as otherwise provided by current law, for the convenience of the Union, the Employer agrees that during the term of this Agreement, it will deduct from the wages of Employees employed more than thirty (30) calendar days, and who shall execute a written authorization in appropriate legal form satisfactory to the Employer, an amount of money equal to the monthly dues uniformly charged by the Union, as shall be certified from time to time by the Union to the Employer as being due and owing by such employees; such written authorizations shall be, and shall recite that it is revocable at any time.

The monies deducted by the Employer under this Article will be turned over to the financial secretary of the Union, whose identity will be certified by the Union to the Employer in writing, no later than the seventh (7th) day following the last payday of each calendar month together with a list containing the names of each employee on which a deduction was made and the amount so deducted. The Employer will deduct from the pay of employees in any pay period only the amount of money equal to the dues payable in such period. Where an improper deduction from the pay of an employee occurs, it shall be the responsibility of such employee to obtain a refund from the local Union. The Employer shall not be liable for the remittance or payments of any sums other than those constituting actual deductions made; if for any reason the Employer fails to make a deduction for an employee as above provided, it shall make that deduction from the employees next pay after the error has been called to its attention by the employee or the Union. If the Employer in error makes an overpayment to the Union, the Union will, upon written request by the Employer, promptly refund the overpayment, or the Employer at its option may deduct the amount from the next payment to the Union.

The Union agrees at its cost to indemnify, defend and hold the Employer harmless against any demands or liability that may arise out of or by reason of this Article or by reason of any action taken by the Employer for the purpose of complying with this Article.

## **ARTICLE 2**

### **Responsibilities of the Agreeing Parties**

#### **Section 1 -- Rights and Responsibilities**

The Employer and the Union recognize that it is in the best interests of both parties, the Employees, and the public, that all dealings between them be, and continue to be, characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels shall apply the terms of this Agreement fairly, in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all Employees covered by this Agreement, including new hires, the commitment that they conduct themselves in a spirit of responsibility and respect the measures they have agreed upon to insure adherence to this purpose.

#### **Section 2 -- Union Bound to Agreement**

The Union (its officers and representatives at all levels) and all Employees are bound to observe the provisions of this Agreement.

#### **Section 3 -- Employer Bound to Agreement**

The Employer (its officers and representatives at all levels) is bound to observe the provisions of this Agreement.

#### **Section 4 -- Consideration of Grievances**

All grievances shall be considered carefully and processed promptly in accordance with the applicable procedures of this Agreement.

#### **Section 5 -- Loyalty to Employer**

The Union agrees that its members will individually and collectively perform loyal and efficient work in service, that they will use their influence and best efforts to protect the property of the Employer and its interest, and that they will cooperate with the Employer and the Employees of all departments in promoting efficient operations and advancing the welfare of the Employer.

Section 6 -- Permission to Enter Premises

No outside Union representative will enter upon the Employer premises or conduct any Union business on Employer time without first notifying the Employer and obtaining written permission from Employer's President. Notification and permission may be transmitted by e-mail.

**ARTICLE 3**

**Non-Discrimination**

The Employer, the Union and all Employees covered by this Agreement, agree that there shall be no discrimination against any Employee or applicant for employment in any manner prohibited by law, it being the intention of the Employer, the Union and all Employees covered by this Agreement, to scrupulously comply with all laws, federal, state and local, and executive orders which are applicable to the Employer or the Union.

**ARTICLE 4**

**Definition of "Employee," "Regular Employee,"  
and "Probationer"**

Section 1 -- "Employee" Defined

The term "Employee," as used in this Agreement, constitutes one of the Employees, who is a member of the Appropriate Bargaining Unit of CICI or CIUI and includes "Regular Employees" and "Probationers," as hereinafter defined.

Section 2 -- "Regular Employee" Defined

The term "Regular Employee" as used in this Agreement constitutes one of the Employees who is a member of the Appropriate Bargaining Unit and who is eligible to rank on the Seniority List referred to in Article 14, Section 4, of this Agreement. Any Regular Employee shall cease to be an Employee if his/her Seniority is broken as defined by the provisions of Article 14, Section 6, of this Agreement.

Section 3 -- "Probationer" Defined

The term "Probationer" as used in this Agreement, constitutes one of the Employees who is a member of the Appropriate Bargaining Unit, and who has been employed for one hundred eighty (180) calendar days or less. A Probationer shall become a Regular Employee at the end of such period. During the period of probation, the Employer shall have the sole and exclusive

right to employ, transfer, try out, promote, demote, suspend, and discharge Probationers as among themselves. Provided, further, if a Probationer has not, during the above specified probationary period, worked on a sufficient number of days for the Employer in its sole opinion properly to evaluate him/her as an Employee, then the probationary period may be extended for an additional thirty (30) working day period.

## **ARTICLE 5**

### **Grievance Procedure**

#### **Section 1 -- "Grievance" Defined**

Any differences or disagreement between the Employer and the Union, or between the Employer and any Employee, involving the application or meaning of a specific provision of this Agreement, shall constitute a grievance and shall be taken up in the manner hereinafter provided.

#### **Section 2 -- Written Step Procedure**

The Union or any Employee having a grievance shall first reduce it to writing and present it to the Employee's Supervisor. Such grievance shall be presented in writing within fourteen (14) days of the alleged violation; otherwise it shall be forever barred.

#### **Section 3 -- Grievance Appeal Procedure**

In the event the grievance is not resolved at the first written step level within fourteen (14) days of being presented to the Employee's Supervisor, it will be presented to the President of the Employer (with a copy to the Employer attorney). Said grievance may be submitted to the President by e-mail. The President shall respond in writing (which may be by e-mail) within fourteen (14) days of the date it is submitted to the President. If the President fails to respond within the timeframe, the grievance shall be deemed denied.

### **MEDIATION/ARBITRATION PROCEDURE**

#### **Section 4 -- Selection of panel of mediators/arbitrators**

In the event the Union decides to take a grievance to arbitration, the Employer and the Union will jointly request that the American Arbitration Association supply them with a list of experienced mediators/arbitrators, and the parties shall then select a mediator/arbitrator from that list in accordance with the rules of the American Arbitration Association.

#### **Section 5 -- Mediation/Arbitration of Grievance**

The Union may take any denied or unresolved grievance to arbitration in accordance with

the terms of this Agreement. The Union representative shall schedule a mediation/arbitration with a member of the panel. The date of the mediation/arbitration must be within sixty (60) days of the date of the alleged violation. At mediation/arbitration, the parties shall first present their positions to the mediator/arbitrator, who will attempt to mediate a resolution of the dispute. If unable to do so, the session shall adjourn, and the mediator/arbitrator will render a decision, in writing, that day.

The back pay exposure of the Employer may not exceed sixty (60) days back pay, unless a delay occasioned by the Employer shall cause the decision to be made more than sixty (60) days after the date of the alleged violation.

#### Section 6 -- Costs of Arbitration

All costs of any arbitration shall be borne by the Employer and the Union, share and share alike, such costs shall be limited to the Mediator/Arbitrator's fees and expenses. The cost of any additional services required shall be borne by the party requesting these additional services.

#### Section 7 -- Decision Binding

The decision of the Mediator/Arbitrator shall be final and binding upon both parties except as provided in Section 10.

#### Section 8 -- Mediator/Arbitrator's Function

The function of the Mediator/Arbitrator shall be of a judicial rather than a legislative nature. The mediator/arbitrator shall not have the authority to add to, ignore or modify any of the terms or provisions of this Agreement. The mediator/arbitrator shall never in any degree or to any extent substitute his/her judgment for the Employer's judgment unless he/she first determines the Employer acted arbitrarily, capriciously, or in bad faith. The mediator/arbitrator shall not decide issues which are not directly involved in the case submitted to him/her, and no decision of the mediator/arbitrator shall require the payment of a wage or compensation rate or wage basis different from, or the payment of any wages in addition to, those set forth in this Agreement. Subject to the foregoing qualifications and limitations, the mediator/arbitrator's award shall be final and binding upon the Employer, the Union and the aggrieved Employee or Employees, except as provided in Section 10 hereafter.

#### Section 9 -- Processing of Grievance by Union

Although an individual may file a grievance, only the Union shall have the right to prosecute grievances under this Agreement and only the Union shall have the right to take to mediation/arbitration any grievance which is otherwise arbitrable under this Agreement. If the



Union fails, refuses or declines to prosecute a grievance on behalf of an Employee hereunder, the Employee who has filed such a grievance or on whose behalf it has been filed shall be conclusively bound thereby and the Union and the aggrieved Employee shall thereafter be estopped to revive or further prosecute said grievance.

#### Section 10 -- Contesting of Decision

Participation by either party in arbitration under this Agreement resulting in a decision that a grievance is arbitrable or a decision on the merits of a grievance shall not constitute a waiver of either party's right to contest the decision(s) of the mediator/arbitrator in proceedings to nullify such decision(s) in any state or federal court having competent jurisdiction.

#### Section 11 -- Extension of Time Limits

The time limits provided above may be extended or waived by agreement of the parties in writing.

#### Section 12 -- Waiver of Arbitration Right

There shall be a one hundred eighty (180) calendar day trial period for all new Employees. During this period, the Union waives its right to grieve and arbitrate any disputes including termination of employment, for such Employees.

### **ARTICLE 6**

#### **Union Representatives and Notice**

##### Section 1 -- Union Representation at Bargaining

To the extent that the Employer determines that the requirements of service are not affected it will excuse no more than two (2) Union representatives, without pay, to attend collective bargaining sessions with Employer representatives.

Employee representatives will be excused for reasonable periods of time without pay for scheduled grievance meetings during regular work hours, prior to arbitration, so long as such discussions do not interfere with the operations of the Employer.

##### Section 2 -- Notice to Parties

When notice from one party to another is required under this Agreement the parties agree to keep each other informed, in writing, of the names and addresses of the representatives who are to receive such notice.

### Section 3 -- Bulletin Boards Provided

The Employer shall provide a reasonable, adequate, and proper space in the Plant Department for the Union to place a bulletin board. The cost of providing, installing, maintaining, and relocating of such a board will be borne by the Union.

The bulletin board shall be used only for:

- (a) Notice for Union meetings.
- (b) Notice for Union elections and nominations.
- (c) Notice of Union appointments and election results.
- (d) Notice of Union social and recreational activities.
- (e) Announcements issued jointly by the Union and Employer.
- (f) Seniority list.

Should the Union desire to post any material not provided for in the above, it shall be posted only after written approval has been secured from the President, or a representative authorized by him/her to act in his/her behalf in this regard.

## **ARTICLE 7**

### **Hours of Work**

#### Section 1 -- No Guarantee of Employment

No provisions of this Agreement shall be a guarantee of hours of work per week, or per day, or of employment. The normal start time for a shift is 8:00 a.m. for Inside Plant Employees and 7:30 a.m. for Outside Plant Employees; however, the Employer may schedule an alternative start time to enable the Employer to meet the scheduling demands of its customers.

#### Section 2 -- Normal Hours of Work - Five-day Schedule

Normal hours of work shall consist of a five (5) day work week, on consecutive days, eight (8) hours per day, at straight time. There will be two (2) work shifts: Monday through Friday and Tuesday through Saturday.

The Employer will assign Employees to each shift. The Employer will honor seniority per Group in shift assignment so long as such assignment does not interfere with the efficient operation of the company. In making shift assignments, it is recognized that the Employer must have employees capable of effectively and efficiently performing work in each of the designated areas of proficiency, and this requirement takes precedence over seniority.

### Section 3 -- Four-day Work Week

The Company may schedule a work week consisting of four (4) days, ten (10) hours per day, at straight time. There will be three (3) work shifts: Monday through Thursday, Tuesday through Friday, and Wednesday through Saturday.

Weeks in which any holidays occur will revert to a normal five (5) day schedule.

Employees scheduled for a week of vacation will have their schedules revert to the normal five (5) day work week.

Scheduled paid time off during a four (4) day work week will be utilized at ten (10) hours per day.

### Section 4 -- Meal Period

The Employer shall provide a one (1) hour unpaid lunch period between work sessions. The Employer will provide a meal period as near practicable in the middle of the work day. No Employee shall work through a break or lunch hour unless specifically authorized by the Employer, who may also then authorize the Employee to leave work early without penalty.

### Section 5 -- Rest Periods

The Employer shall provide two (2) fifteen (15) minute rest periods each day. One (1) rest period shall be taken before lunch and one (1) rest period shall be taken after lunch.

### Section 6 -- Payment for Overtime Worked

Overtime for work performed shall be paid on the following basis:

- (a) All hours worked in excess of forty (40) hours in a work week shall be compensated at time and one-half (1-1/2). Employees shall be paid double time rate for all hours worked on Sundays.
- (b) All hours worked in excess of ten (10) hours in a four (4) day work week (as defined in Section 2), shall be compensated at time and one-half (1-1/2), provided the Employee has not missed any scheduled work during the work week without an excuse by the Employer.
- (c) All hours worked in excess of eight (8) hours in a five (5) day work week (as defined in Section 3), shall be compensated at time and one-half (1-1/2), provided

the Employee has not missed any scheduled work during the work week without an excuse by the Employer.

- (d) For the purpose of computing weekly overtime, the following rules will apply:
  - i. Scheduled paid time off, approved seven (7) calendar days in advance by management, will be considered "hours worked" for purposes of computing weekly overtime.
  - ii. Holiday time off will be considered "hours worked" for purposes of computing weekly overtime.
  - iii. Unscheduled paid time off will not be considered "hours worked" for purposes of computing weekly overtime.
- (e) There will be no pyramiding of overtime.

#### Section 7 -- Call Back Pay

When an Employee is called back to work after he/she has finished his/her regular shift and left the premises, he/she shall receive at least two (2) hours pay.

#### Section 8 -- Call Back for Service Outages

The Employer reserves the right to require Employees to work beyond their regularly assigned hours in order to correct service outages.

#### Section 9 -- Second Shift

If the Employer schedules an entire second shift, Employees will be paid a ten percent (10%) premium when working between the hours of 6 p.m. and 6 a.m. This section does not apply to maintenance windows that are scheduled outside of regular working hours. Employees shall be given at least forty eight (48) hours notices of maintenance windows unless the need for such maintenance window is unforeseen or unexpected.

#### Section 10 -- Trading of Shifts

Current Wire Technicians may trade regular shifts and/or on call shifts with other Inside Plant Employees with the approval of Employee's supervisor.

Once all current Inside Plant Employees have qualified as I&R Technicians, Inside Plant Employees may trade regular shifts and/or on call shifts with other Inside Plant Employees based

on seniority.

Outside Plant Employees may trade regular shifts and/or on call shifts with other Outside Plant Employees with the approval of Employee's supervisor.

## **ARTICLE 8**

### **No Strikes - No Lockouts**

#### Section 1 -- No Strike Agreement

The Union and all Employees covered under the provisions of the Agreement individually and collectively, will not during the life of this Agreement, encourage, cause, permit, condone or take any part in any strike, picketing, sit-down, stay-in, slow down or other curtailment of work or interference with production or service in or about the Employer's Plant, premises or equipment.

No Employee covered by this Agreement shall be required to work as a strike breaker. Further, no Employee shall be required to cross an authorized legal picket line in order to service equipment of the Employer. However, in the event that Employees refuse to cross a picket line in order to perform the regular service duties of an Employee under this Agreement, the Employer shall have the right to assign other Employees to perform such work, to have supervisory Employees perform such work, or to contract such work to third parties.

The Union agrees to exert every effort through its International and local officers and representatives to end any unauthorized interruption of work. Provided the Union sincerely and in good faith carries out this obligation, the Employer agrees not to hold the Union liable for any interruption of work.

#### Section 2 -- No Lockout Agreement

The Employer will not engage in a lockout during the life of this Agreement.

#### Section 3 -- Discipline for Violation

Any Employee who violates the provisions of this article may treat as a grievance, the question of fact, only as to whether he/she has violated the provisions hereof, but once such violation is established through the grievance procedure as having occurred, the quantity of discipline administered the Employee by the Employer, including discharge, shall be determined within the sole discretion of the Employer and shall not be subject to review through the grievance procedure.

#### Section 4 -- Provisions Binding

Neither the violation of any provision of this Agreement nor the commission of any act made unlawful by any federal, state or local law shall excuse Employees, the Union, or the Employer from their obligations under the provisions of this Article.

#### Section 5 -- Provisions Non-Arbitrable

The provisions of this Article and the rights of the parties under this Article shall not be appealable to arbitration either for the purpose of assessing damages or securing specific performance, or procuring injunctive relief, such matters of law being determinable and enforceable only in the courts.

### **ARTICLE 9**

#### **Paid Holidays**

##### Section 1 -- Holidays Not Worked

Employees who meet the eligibility requirements of Section 4 of this Article shall be paid for their regularly scheduled hours, but not to exceed eight (8) hours pay, at their regular straight time hourly rate exclusive of overtime premiums, for the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day.

##### Section 2 -- Pay for Work Performed on Holidays

Employees shall be paid double time their regular hourly rate in addition to their holiday pay for all work performed on holidays.

Employees who have been directed or scheduled to work on a holiday and who fail to report and perform such work shall not receive pay for the holiday.

##### Section 3 -- Observance of Holidays

The above listed holidays shall be observed on the calendar day except:

- (a) If the state government officially designates a different date, the holiday shall be observed on that designated day.
- (b) When a Holiday falls on a Saturday or Sunday, the Employer shall have the option of scheduling the work force so that the portion of the Employees work on Friday and celebrate Monday as the Holiday, and a portion of the Employees can

work on Monday and celebrate Friday as the Holiday.

- (c) When the observation of Christmas Eve and Christmas Day would result in a four (4) day shutdown (including the weekend), the Employer has the option of scheduling a three (3) day shutdown, and paying the Employee for the second holiday (e.g. if Christmas Eve occurs on Saturday and Christmas is on Sunday, the office will be shut down Saturday, Sunday and Monday. Friday will be regular day of work and each employee will receive eight (8) hours of holiday pay for Christmas Eve).

#### Section 4 -- Eligibility for Holiday Pay

Employees must complete the following eligibility list to be entitled to receive holiday pay:

- (a) The Employee must have completed his/her probationary period and acquired seniority.
- (b) The Employee must be on the payroll of the Employer and have been actively at work in the pay period in which the holiday is observed; and
- (c) The Employee must have worked all of the last work shift on which he/she was scheduled to work preceding the holiday and all of the next work shift on which he/she was scheduled to work following the holiday.

#### Section 5 -- Floating Holidays

In addition to the Holidays set forth in Section 1 of this Article, Employees will receive additional floating holidays as provided in NineStar Connect's Company Policy manual.

### **ARTICLE 10**

#### **Scheduling of Vacations**

##### Section 1 -- Vacation Scheduling

- (a) The Employer shall post a vacation schedule no later than December 15 of the prior year showing the available periods within which vacations may be taken. Available periods shall be determined by service needs and requirements. Employees shall select their vacations by January 30 of that year.
- (b) Employees who do not express a preference during a selection period shall be assigned a vacation period by the Employer, as its operating schedule permits.

- (c) Vacations may be taken by Employees in segments of less than five (5) working days only with the permission of the Employer.
- (d) Vacations may be rescheduled to an available period, by mutual agreement between the Employee and the Employer.
- (e) The final right of scheduling Employee vacations is reserved to the Employer.

#### Section 2 -- Preference for Senior Employees

Vacation scheduling shall be subject to the Articles of Seniority elsewhere in this Agreement. When two or more Employees choose vacation periods falling at the same time period, seniority shall prevail in the selection of the vacation period, and the least senior Employees shall reschedule vacations to an agreeable period per the schedule.

#### Section 3 -- Paid Time Off (PTO) Hours

If an Employee has been assigned to a four day schedule pursuant to Article 7, Section 3, the Employee shall use paid time off (PTO) hours for the Employee's vacation days at the rate of ten (10) hours per vacation day. If an Employee has been assigned to a five (5) day schedule pursuant to Article 7, Section 2, the Employee shall use paid time off (PTO) hours for the Employee's vacation days at the rate of eight (8) hours per vacation day.

### **ARTICLE 11**

#### **Funeral Leave and Public Service Duty**

##### Section 1 -- Funeral Leave Defined

In the event of the death of the Employee's spouse or child or step-child, the Employer shall pay Employees at their hourly rate or salary for time off not to exceed five (5) working days, one (1) of which shall be the day of the funeral.

In the event of the death of the Employee's parent, brother, sister, grandchild (or step family equivalent of such relationship), mother-in-law or father-in-law, the Employer shall pay Employees at their hourly rate or salary for time off not to exceed three (3) working days, one (1) of which shall be the day of the funeral.

In the event of the death of the Employee's grandparents (or step family equivalent of such relationship), aunt, uncle, or for current brother-in-law or sister-in-law, the Employer shall pay Employees at their hourly rate for time off not to exceed one (1) working day.



## Section 2 -- Extension of Funeral Leave

The Employee may extend his/her funeral leave, when necessary, to the extent that the Employee has PTO hours available. If the Employee has no PTO hours available but desires an unpaid extension of funeral leave, the Employee must direct any request to the President of the Employer pursuant to the written policy of the Employer.

## Section 3 -- Public Service Duty

Any Employee who is required to serve on a jury on a regularly scheduled workday shall be paid his/her regular rate of pay at straight time not to exceed eight (8) hours, for the day spent as a juror, less any compensation allowed by the Court. Such service shall be certified by the Clerk of the Court where he/she performs such jury duty; provided, however, that in the event the Employee is "released" from jury duty prior to 12:00 noon of any day, he/she shall receive jury pay for only four (4) hours less any compensation by the Court and shall report to work for the balance of his/her regular work hours.

## Section 4 -- Elections and Voting

Voting precincts are kept open for a number of hours, prior to and following, normally scheduled work hours. Employees are expected to vote during these off hours. However, in the event the Employee is required to work more than ten (10) hours on Election Day, the Employer shall appoint a time, during regularly scheduled work hours, not to exceed sixty (60) minutes, for the Employee to vote, provided the Employee is a registered and eligible voter and does cast his/her ballot. It is understood that the Employer is not guaranteeing transportation to the polls for the purposes of voting.

Section 5 -- It is mutually agreed that if it appears an Employee is taking advantage of the articles of this Agreement at the Employer's expense, the Employer may deduct from the Employee's regular rate of pay the amount of time abused.

# **ARTICLE 12**

## **Paid Time Off**

Regular Employees will accrue paid time off as follows:

### **Years of Service**

1	2	3	4	5	6	7	8	9	10
10 days or 80	11 days or 88	12 days or 96	13 days or 104	15 days or 120	16 days or 128	17 days or 136	18 days or 144	19 days or 152	20 days or 160

hours	hours	hours	hours	hours	hours	hours	hours	hours	hours
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11	12	13	14	15	16	17	18	19	20
21 days or 168 hours	22 days or 176 hours	23 days or 184 hours	24 days or 192 hours	25 days or 200 hours	25 days or 200 hours	25 days or 200 hours	25 days or 200 hours	25 days or 200 hours	25 days or 200 hours

### **PTO Days/Hours**

Employees shall earn PTO during their first six (6) months of employment. No request for PTO shall be permitted until an Employee has been employed by the Employer for a minimum of six (6) consecutive months.

Paid time off must be taken in one (1) hour increments.

Any time off taken by an Employee during normal working hours will be charged against the Employee's accrued paid time off. No Employee may take UNPAID time off without prior approval of the Employee's supervisor. Should no work be available during the Employee's shift and the Employee requests the remaining balance of his/her shift off, it may be taken with permission from his/her supervisor only, using either unpaid time off or paid time off.

Employees requesting paid time off must receive approval from his/her supervisor at least seven (7) calendar days prior to taking the time off. In instances when the Employee, or child, spouse or parent of the Employee is ill and requires the employee to use paid time off, prior approval from the supervisor is not required; however, the paid time off will not be considered "hours worked." The Employer reserves the right to require the Employee to provide verification of the illness. Failure to provide verification when requested shall result in disciplinary action.

All Employees with more than two (2) years of service are required to take at least five (5) continuous days (forty (40) hours) of paid time off per year.

All issues concerning pay out, carry over, accumulation, and forfeiture of unused paid time off will be governed by the NineStar Connect Company policy then in effect.

No employee may use more than forty (40) hours of paid time off during the period from November 1 through December 31 without the express approval of the Employer.

The Employer has designated the weeks of Thanksgiving and December 19 through December 25 as optional partial shut-down weeks, meaning that up to one-half of the Inside

Plant Employees and one-half of the Outside Plant Employees may take one week off and the other one-half of the Inside Plant Employees and one-half of the Outside Plant Employees may have the other week off, at the Employees' discretion. If Christmas Eve and Christmas fall on a Saturday and Sunday (respectively), then the second partial shut-down week shall be the week of December 20 through December 26. If the Employees choose to take the partial shut-down weeks, the Employees shall determine which week they will have off based on seniority in each Group and such requests must be submitted by the time set forth in Article 10, Section 1. On the week of their chosen shut down, the Employee shall use three (3) PTO days and receive two (2) holidays paid, as set forth in this Agreement.

## **ARTICLE 13**

### **Discipline and Discharge**

#### **Section 1** -- Probationary Employees

The Employer shall have the right to discharge Employees during their probationary period with or without cause, and without recourse by the Union. The Union and the Employer expressly agree that the grievance procedure set forth in this Agreement shall not apply to probationary employees.

#### **Section 2** -- Discipline or Discharge for Just Charge

The Employer shall have the right to discipline or discharge Employees for just cause. While it is the policy of the Employer to follow the Disciplinary Procedure set forth in Section 3 of this Article, it is expressly understood and agreed that certain offenses shall be cause for immediate discharge without warning. An updated list of Employer Rules and anticipated discipline will be placed on the Employer Bulletin Board.

#### **Section 3** -- The Disciplinary Procedure

Employees may be disciplined or discharged, as provided in this Section, for violation of Employer Rules. Employees will be disciplined or notified of the Employer's intention to implement discipline within seven (7) days after the Employer has notice of the offense for which an Employee is to be disciplined.

The normal progression of disciplinary action for an Employee other than as provided in Section 2 above shall be as follows:

**First violation -- verbal warning**

**Second violation -- written warning**

**Third violation -- 1 day suspension**

**Fourth violation -- suspension pending termination**

In the event an Employee is given any disciplinary action, including a written warning notice, record of that disciplinary action will be retained in the Employee's personnel file and a copy of the disciplinary action will be given to the Union.

It is understood and recognized that warnings, suspensions and discharges are the result of violations of the Employer Rules, and that said violations may be for the same or unrelated offenses which occur within any eighteen (18) month period. Violations prior to the eighteen (18) month period shall not be counted.

The Employer shall not use the GPS reports primarily for disciplinary purposes. However, this does not preclude the Employer from using GPS reports to support a disciplinary action

**ARTICLE 14**

**Seniority**

Section 1 -- Definition

Seniority shall be defined as the length of service since the last date of hiring.

Section 2 -- Seniority Factors

Seniority shall be bargaining unit wide and shall consist of length of unbroken service with the Employer. In order to exercise his/her seniority, a Regular Employee must first have:

- (a) Immediate ability to perform the job efficiently and economically; and
- (b) Physical and mental fitness insofar as it relates to capacity to do the job.

Section 3 -- Probationers

A Probationer, as defined in Article 4, Section 3, of this Agreement, shall acquire no seniority rating until after he has qualified as a Regular Employee at which time seniority rating shall be acquired and shall date back to the date of his/her last immediate preceding date of employment by the Employer. All Employees, who at the time of the signing of this Agreement, have been employed by the Employer for a period in excess of one-hundred eighty (180) calendar days shall be deemed Regular Employees at the time of the signing of this Agreement, and their seniority shall date back to the last immediate preceding date of employment by the

Employer.

Section 4 -- Seniority List

The Employer shall keep a true seniority list of all Employees having seniority rights, which shall be posted on the Union bulletin boards.

Section 5 -- Length of Service to Be Unbroken

Length of service shall be based on the total period of time for which a Regular Employee has been employed by the Employer since the most recent date upon which the Regular Employee so qualified.

Section 6 -- Breaking of Seniority

Seniority of a Regular Employee shall be lost and terminated for the following reasons:

- (a) Voluntary termination of employment;
- (b) Discharge for just cause;
- (c) Failure to report to work within five (5) working days when recalled to work by certified mail or telegram.
- (d) Absence from work for three (3) consecutive working days without notifying the Employer; with justification.
- (e) Unreported absence on three (3) occasions within any twelve (12) calendar month period;
- (f) Failure to return to work the next day following the expiration of his/her leave of absence, unless his/her excuse for such failure is acceptable to the Employer;
- (g) Layoffs in excess of twenty-four (24) successive months, or the Employees length of service, whichever is less.
- (h) Illness or injury in excess of twelve (12) successive months, unless extended by agreement between Union and the Employer.

Section 7 -- Correct Home Address

To protect his/her seniority, it is a Regular Employee's responsibility to keep the Employer informed of his/her correct home address and telephone number. No grievance

involving failure of the Employer to notify the Employee shall be permitted if the Employee has failed to keep the Employer informed of his/her most recent home address or telephone number.

#### Section 8 -- Layoff

In the event the Employer shall find it necessary to make a reduction in the work force, such reduction shall be made by department or by job classification, as the Employer chooses. All Probationary Employees within the affected department or the job classification shall be laid off before Regular Employees are laid off, unless there is no Regular Employee within the job classification or department who is qualified to do the work presently being performed by the Probationary Employee. The Employer shall not be required to rehire any Probationary Employees laid off or discharged during their probationary period.

If it is necessary to lay off Regular Employees within the department or job classification, a Regular Employee shall be laid off according to seniority, beginning with the least senior Employee, providing the remaining Employees have, in the judgment of the Employer,

- (a) Immediate ability to perform the job efficiently and economically; and
- (b) Physical and mental fitness insofar as it relates to capacity to do the job.

Any Employee who is laid off from his/her department or job classification shall have the option to replace the least senior Employee in the Bargaining Unit, provided that the least senior Employee is in a lower job classification and has less company-wide seniority than the Employee by whom he/she is being replaced. Any Employee exercising the option to replace a least senior Employee must be exercised within three (3) calendar days after an Employee is notified of layoff, or the option will be forfeited. In order to exercise the option to replace the least senior Employee in the Bargaining Unit, the Employee seeking to exercise the option must have, in the judgment of the Employer,

- (a) Immediate ability to perform the job efficiently and economically; and
- (b) Physical and mental fitness insofar as it relates to capacity to do the job.

In the event of recalling from layoffs, Regular Employees shall be offered the right to come back for work according to seniority, beginning with the most senior Employee, by written notice, sent by registered mail with return receipt requested, to the address of such Regular Employee on file with the Employer, provided such Regular Employee has, in the judgment of the Employer,

- (a) Immediate ability to perform the job efficiently and economically; and
- (b) Physical and mental fitness insofar as it relates to capacity to do the job.

The immediate ability to perform the job efficiently and economically as a Regular Employee shall mean the decision, in the judgment of the Employer, that the more senior Employee shall have the ability within a reasonable period of time, not to exceed seven (7) days, to perform the job efficiently and economically.

In every case under this Agreement where a judgment is required to be made as to the immediate ability or physical and mental fitness of one (1) or more Employees, such judgment shall be made by the Employer and shall not be reversed unless it is found that the Employer acted outside the bounds of reasonableness.

Senior Employees not called back will remain at the top of the recall list for the next open job.

An Employee who is called back and who is physically unable to perform the job available will be relieved of that job, placed upon the recall list for the next open job, and retain his/her recall seniority rights in accordance with the provisions of this Article.

The foregoing provisions respecting seniority are of general application and are not intended or designed to interfere with the management and conduct by the Employer of its business. Such provisions shall not apply to Regular Employees who are key Employees whose work is of a specialized nature, and whose continued employment is necessary for the continuous, efficient operation of the facility.

All Regular Employees who are laid off in accordance with this section shall be furnished with a lay-off slip by the President. A copy of the slip will be furnished to the Union.

The Employer will continue to pay the premium for hospitalization insurance for all Regular Employees who are laid off for the balance of the month in which the lay-off occurs and for one additional month. The Employer will offer the laid-off Regular Employee the option to continue to carry the insurance at the Regular Employee's expense for the balance of one year after the lay-off occurs.

#### Section 9 -- Temporary Layoff

A layoff for a period not in excess of the balance of the shift on which the layoff occurs and the next three (3) full consecutive working days shall be deemed a temporary layoff and temporary layoffs may be made without regard to the seniority and layoff provisions of this Agreement.

#### Section 10 -- Exceptions to Layoff Procedure

Where strict application of the transfer or reduction in forces provisions of this contract would result in an inefficient operation in the plant, the Employer may place qualified Employees in jobs necessary for the continued efficient operation of the department or plant, waiving seniority, where it is necessary.

#### Section 11 -- Voluntary Layoffs

In the event the Employer shall find it necessary to make a reduction in the work force, the Employer will consider requests from individual Employees to accept voluntary layoff rather than transfer to the job of the less senior Employee, and shall grant said requests when, in the judgment of the Employer, the granting of said request is consistent with production requirements and efficient operation of the plant.

If the Employee selects to take a voluntary layoff under the provisions of this section, the Employer will not challenge the right of the Employee to draw Indiana Unemployment Compensation Benefits.

#### Section 12 -- Seniority Factors in Promotion Decision

In promoting qualified Employees to higher rated job openings with the Bargaining Unit, the Employer shall promote on the basis of the Employee's general qualifications to perform the vacant jobs, and where the general qualifications of two (2) or more Employees are equal, the senior Employee will be selected.

#### Section 13 -- Sub-Contracting of Work

It is expressly agreed between the Union and the Employer that the Employer shall have the right at all times to sub-contract any of the work required in the operation of its business which, in its discretion, may, from time to time decide is to the best interest of the Employer. However, the Employer shall not utilize the service of sub-contractors to cause a reduction in the bargaining unit.

#### Section 14 -- Reporting Locations



In the event the Employer has more than one reporting location and a layoff is deemed necessary at a reporting location, then the Employee who is scheduled for layoff will be able to exercise his/her seniority rights as set out in Article 14, Section 8, at another reporting location without a layoff, provided that the more senior Employee is willing to relocate to the new reporting location.

## **ARTICLE 15**

### **Leave of Absence**

#### Section 1 -- Personal Leave of Absence

A leave of absence, without pay, for proper cause will be granted upon agreement between the Employer and Employee. An Employee desiring a leave of absence shall make application and approval or disapproval of the request shall be noted on the application for leave of absence by the President and a copy of the application shall be given to the Employee and the Recording Secretary of the Union. During the leave of absence, the work of the Employee may be assigned to non-bargaining unit employees or contract workers.

#### Section 2 -- Medical Leave of Absence

A leave of absence, without pay, not to exceed six (6) months, shall be given an Employee because of personal illness or injury. A physician's statement shall be given to the Employer stating the approximate length of time the Employee may be unable to work. Such a leave of absence may be extended from time to time by agreement between the Union and the Employer. During the leave of absence, the work of the Employee may be assigned to non-bargaining unit employees or contract workers.

#### Section 3 -- Return from Leave of Absence

Any Employee granted a leave of absence, at the conclusion of said leave of absence, shall be re-employed without loss of seniority. The Employee shall not return to work prior to the expiration of his/her leave of absence without the expressed approval of the Employer.

An Employee returning to work from a leave of absence shall be entitled to take the job which he/she held prior to the leave of absence, provided he/she is physically and mentally capable of performing the job.

#### Section 4 -- Certification for Return from Medical Leave

Upon returning from leave of absence because of personal illness or injury, the Employee shall resume work if the Employee has a medical doctor's certificate stating that the Employee is

physically and mentally capable to perform the work available. If the Employer has reason to question the physical and mental ability of the Employee returning from leave of absence granted for any reason, the Employer may, at the Employer's expense, require the Employee to be examined by a physician chosen by the Employer. The reports of all examining physicians will be considered by the Employer in determining if the Employee returning from leave of absence has the immediate ability to perform the job efficiently and the physical and mental fitness insofar as it relates in capacity to the job.

#### Section 5 -- Leave of Absence for Military Service

Any Employee who is drafted or volunteers for service in the Armed Services of the United States, and who is honorably discharged therefrom, will be accepted for re-employment by the Employer in accordance with the provisions of Section IX of the Universal Military Training and Service Act of 1948, as amended, without loss of seniority.

Each Employee shall be responsible for securing the proper forms from his/her disbursement officer and returning them to the Personnel Department to be eligible for the pay difference.

The two (2) week summer training may be taken in lieu of vacation, in which case, the Employee will receive full vacation pay, if qualified.

### **ARTICLE 16**

#### **Wages**

**A. Inside Plant Employees (all references to Employees in this Article 16, Part A refer to Inside Plant Employees)**

#### Section 1 -- Job Classifications

The following job classifications are subject to the terms and conditions of this Agreement:

Certified Senior Technician  
Senior Technician  
Installation and Repair Technician ("I&R Technician")  
Installation and Repair Apprentice ("I&R Apprentice")  
Pre-Apprentice  
Wire Technician

#### Section 2 -- Areas of Proficiency

In order to effectively and efficiently perform the jobs of I&R Apprentice or I&R Technician, an Employee must demonstrate proficiency in the areas of broadband, video, security, voice services, and network administration. To the extent that an Employee lacks proficiency in one or more of these areas, the Employee's effectiveness to the Employer is diminished.

### Section 3 -- Network+ Certification

All Certified Senior Technicians, Senior Technicians, I&R Apprentices, and I&R Technicians will be required to obtain and maintain Network+ certification.

All Pre-Apprentices and new hires who hire in at the Pre-Apprentice level or higher without Network+ certification ("Network+ Trainees") must begin Network+ training and/or testing within forty-five (45) days of their promotion or hire date and will be given six (6) months to obtain Network+ certification, with an additional six (6) months available for Network+ testing at the Employer's discretion. Network+ Trainees will be provided an Employer-paid training class (if necessary). A Network+ Trainee's first Network+ certification test will be paid for in full by the Employer. If a second Network+ certification test is necessary, the Employer will split the total cost of the test with the Network+ Trainee. If a third or subsequent Network+ certification test is necessary, the Network+ Trainee will pay for said tests at his/her own expense. The Employer agrees to advance the necessary funds for the Network+ Trainee's second or third Network+ test provided that the Network+ Trainee repays the total amount of advanced funds to the Employer in a certain amount of time to be determined by the Network+ Trainee and Employer mutually. If the Network+ Trainee fails to obtain or maintain the Network+ certification after three (3) tests, the Network+ Trainee will be demoted to a Wire Technician, at the then current wage scale for the Wire Technician position.

I&R Apprentices or I&R Technicians who have already passed the Network+ certification will be required to maintain Network+ recertification every three (3) years as required by CompTIA or its successor. I&R Apprentices or I&R Technicians will be provided an Employer-paid training class (if necessary). An I&R Apprentice or I&R Technician's first Network+ recertification test will be paid for in full by the Employer. If a second Network+ recertification test is necessary, the Employer will split the total cost of the test with the I&R Apprentice or I&R Technician. If a third or subsequent Network+ recertification test is necessary, the I&R Apprentice or I&R Technician will pay for said tests at his/her own expense. The Employer agrees to advance the necessary funds for an I&R Apprentice or I&R Technician's second or third Network+ recertification test provided that the I&R Apprentice or I&R Technician repays the total amount of advanced funds to the Employer in a certain amount of time to be determined by the I&R Apprentice or I&R Technician and Employer mutually. If an I&R Apprentice or I&R Technician fails to obtain or maintain the Network+ certification after three (3) tests, the I&R Apprentice or I&R Technician will be demoted to a Wire Technician, at the then current wage scale for the Wire Technician position. If the former I&R Apprentice or I&R Technician later passes the Network+ recertification, that Employee shall begin the

Apprentice Program again at the level agreed upon by the Apprenticeship Committee.

Notwithstanding anything to the contrary contained herein, if after obtaining BICSI Certification as set out in Section 5, below, a Certified Senior or Senior Technician fails to maintain the Network+ certification after three (3) tests, the Certified Senior or Senior Technician will be demoted to an I&R Technician, at the then current wage scale for the I&R Technician position. If the former Certified Senior or Senior Technician later passes the Network+ recertification, that Employee shall become a Certified Senior or Senior Technician at the then current wage scale for Certified Senior or Senior Technicians. Payment for all recertification tests shall be the same as set forth in the preceding paragraph.

#### Section 4 -- I&R Apprenticeship Program

Current or future Pre-Apprentices may be considered for placement into the I&R Apprenticeship Program. The Apprenticeship Committee shall make all such placement decisions via unanimous decision. The Apprenticeship Committee shall consist of two (2) representatives of the Employer and two (2) Employees (one (1) of which shall be the either the union steward or the union member with the most seniority). If the Apprenticeship Committee decides that a Pre-Apprentice is eligible to begin I&R Apprenticeship Training, such Employee shall become an I&R Apprentice 1. An I&R Apprentice will receive training as dictated by the Employer and may be eligible for advancement after the appropriate hours of training and on-the-job experience, as set forth below. In order to advance to the next level of I&R Apprenticeship, as set out below, the Apprentice, in addition to the time and hour requirements set out below, must also receive a unanimous recommendation from the Apprenticeship Committee. If the Pre-Apprentice/Apprentice fails to receive a unanimous recommendation from the Apprenticeship Committee for advancement, the Pre-Apprentice/Apprentice shall be held at the same level and re-evaluated every six (6) months until such time as the Pre-Apprentice/Apprentice is determined to be sufficiently qualified for advancement by unanimous vote of the Apprenticeship Committee. The Employer reserves the right to hire any new employee with appropriate experience into any position listed in Section 1, at the appropriate wage scale, but if the Employer hires a new employee to any position above Wire Technician, the Employer shall provide its reasons for doing so to the Employees.

An Employee cannot be promoted to an "I&R Apprentice" or an "I&R Technician" until the Employee has become Network+ certified. A Wire Technician may be selected to become a Pre-Apprentice by unanimous vote of the Apprenticeship Committee, at which time the Employee will begin the Network+ certification process. If the Pre-Apprentice successfully obtains Network+ certification, the Apprenticeship Committee may, but is not required to, via unanimous vote, consider the Pre-Apprentice for placement in the I&R Apprenticeship Training Program.

#### Section 5 -- BICSI Training

All Senior Technicians will be required to obtain and maintain BICSI certification.

All Senior Technicians and I&R Technicians with at least six (6) months experience as I&R Technicians who do not have BICSI Technician (TECH) certification ("BICSI Trainees") must begin BICSI Technician (TECH) training and/or testing within one (1) year of their promotion or hire date (or the ratification date of this Agreement) and will be given two (2) years to obtain BICSI certification, with an additional one (1) year available for BICSI testing if necessary. BICSI Trainees will be provided Employer-paid training classes.

A BICSI Trainee's first BICSI certification test will be paid for in full by the Employer. If a second BICSI certification test is necessary, the Employer will split the total cost of the test with the BICSI Trainee. If a third or subsequent BICSI certification test is necessary, the BICSI Trainee will pay for said tests at his/her own expense. The Employer agrees to advance the necessary funds for the BICSI Trainee's second or third BICSI test provided that the BICSI Trainee repays the total amount of advanced funds to the Employer in a certain amount of time to be determined by the BICSI Trainee and Employer mutually. If the BICSI Trainee fails to obtain the BICSI Technician (TECH) certification after three (3) tests, the BICSI Trainee will be demoted to an I&R Technician, at the then current wage scale for the I&R Technician position. Once a Senior Technician obtains BICSI Technician (TECH) certification, the Senior Technician will become a Certified Senior Technician and shall receive a one-time \$2000 bonus BICSI certification bonus. If an I&R Technician already has the BICSI training when he or she becomes a Senior Technician, he or she will automatically become a Certified Senior Technician, at which time he or she will receive the one-time \$2000 BICSI certification bonus.

Certified Senior Technicians who have already passed the BICSI Technician (TECH) certification will be required to maintain BICSI certification by taking the required continuing education classes as set out by the BICSI Continuing Education Credit Program or its successor. Employer will pay for Certified Senior Technicians to attend the needed continuing education classes to maintain the BICSI Technician (TECH) certification and any renewal fees (but not recertification fees as set out below) for such BICSI Technician (TECH) certification. If a Certified Senior Technician fails to maintain the BICSI Technician (TECH) certification by taking the minimum required continuing education credits (after being offered sufficient opportunities by Employer to take and attend such classes), the Certified Senior Technician will be demoted to an I&R Technician, at the then current wage scale for the I&R Technician position. If the (former Certified) Senior Technician later regains his or her BICSI certification, that Employee shall become a Certified Senior Technician at the then current wage scale for Certified Senior Technicians. The recertification exam(s) expense will be at the sole cost of the Employee.

#### Section 6 -- Wage Scale Rates

The following wage scale rates will be in effect during the term of this Agreement:

Title	Year #1 (starts December 14, 2020)	Year #2 (starts December 14, 2021)	Year #3 (starts December 14, 2022)	Year #4 (starts December 14, 2023)
Certified Senior/Senior Technician	\$32.25	\$33.00	\$33.74	\$34.50
I&R Technician	\$30.50	\$31.25	\$31.95	\$32.67
Apprentice #4	\$27.25	\$28.00	\$28.63	\$29.27
Apprentice #3	\$25.75	\$26.50	\$27.10	\$27.71
Apprentice #2	\$23.50	\$24.00	\$24.54	\$25.09
Apprentice #1	\$20.00	\$20.00	\$20.00	\$20.00
Pre-Apprentice	\$16.50	\$16.50	\$16.50	\$16.50
Wire Technician	\$14.00	\$14.00	\$14.00	\$14.00

#### Section 7 -- Business Systems Wage Supplement

The Employer shall designate no more than three (3) Employees to serve as Business Systems Employees. Business Systems Employees will receive a pay supplement of \$1.00 per hour for all hours worked. When the Business Systems Employees are taking PTO or otherwise unable to perform their job functions, any other Employee performing the work of a Business Systems Employee will receive a pay supplement of \$1.00 per hour for those hours worked as a Business Systems Employee.

#### Section 8 -- Starting Rate for Probationary Employees

The Employer will establish a starting rate for Probationary Employees and may vary the rate as necessary.

#### Section 9 -- Incentive Program

The Employer may engage in an annual incentive and profit sharing program that will pay each Regular Employee a quarterly bonus tied to certain Company goals, which are set at the Employer's discretion based on Company needs, as well as the potential for yearly profit sharing. The Employer goals shall be communicated to the Employees before the start of the annual incentive program. The incentive and profit sharing program for CWA Employees shall be no less than the incentive and profit sharing program for non-union employees.

#### Section 10 -- Lead Senior Technician Supplement.

The Employer may (but is not required to) designate one (1) Employee to serve as a Lead Technician. The Lead Technician shall receive a pay supplement of \$0.50 per hour for all hours

worked. Such Lead Technician shall not take disciplinary action regarding other employees' performance.

**B. Outside Plant Employees (all references to Employees in this Article 16, Part B refer to Outside Plant Employees)**

Section 1 -- Job Classifications

The following job classifications are subject to the terms and conditions of this Agreement:

Certified Senior OSP Technician  
OSP Apprentice  
OSP Pre-Apprentice  
Construction Technician

Section 2 -- Areas of Proficiency

In order to effectively and efficiently perform the jobs of OSP Apprentice or Certified Senior OSP Technician, an Employee must demonstrate proficiency in the areas of installing, splicing, terminating, testing, maintaining, and troubleshooting all types of OSP facilities in varying climates and conditions. To the extent that an Employee lacks proficiency in one or more of these areas, the Employee's effectiveness to the Employer is diminished.

Section 3 -- OSP Apprenticeship Program

Current or future Construction Technicians may be considered for placement into the OSP Apprenticeship Program. The Apprenticeship Committee shall make all such placement decisions via unanimous decision. The Apprenticeship Committee shall consist of two (2) representatives of the Employer and two (2) Employees (one (1) of which shall be either the union steward or the union member with the most seniority). If the Apprenticeship Committee decides that a Construction Technician is eligible to begin OSP Apprenticeship Training, such Employee shall become an OSP Pre-Apprentice. An OSP Apprentice will receive training as dictated by the Employer and may be eligible for advancement after the appropriate hours of training and on-the-job experience, as set forth below. In order to advance to the next level of OSP Apprenticeship, as set out below, the Apprentice, in addition to the time and hour requirements set out below, must also receive a unanimous recommendation from the Apprenticeship Committee. If the Pre-Apprentice/Apprentice fails to receive a unanimous recommendation from the Apprenticeship Committee for advancement, the Pre-Apprentice/Apprentice shall be held at the same level and re-evaluated every six (6) months until such time as the Pre-Apprentice/Apprentice is determined to be sufficiently qualified for advancement by unanimous vote of the Apprenticeship Committee. The Employer reserves the right to hire any new employee with appropriate experience into any position listed in Section 1,

at the appropriate wage scale, but if the Employer hires a new employee to any position above Construction Technician, the Employer shall provide its reasons for doing so to the Employees.

All classes and trainings shall be paid for by the Employer, provided, however, if an Outside Plant Employee fails to pass any Ivy Tech class with a C or fails to pass any certification or testing, then such classes, testing, and certifications shall be at the Outside Plant Employee's sole expense (unless provided differently in Section 6, below). All Ivy Tech classes shall be taken during nonworking hours and Employees shall not be paid for taking such classes. The program in Section 4, below, applies to all current Outside Plant Employees. To the extent Ivy Tech develops a new program relevant to Outside Plant Employees, all new hires will be subject to the new Ivy Tech program/curriculum.

#### Section 4 -- Job Requirements

<b>Job Title</b>	<b>Minimum Advancement Qualifications (qualifications listed must be completed prior to advancement to next level; for example to advance to OSP Apprentice 1, the Employee must obtain his/her Class A CDL with Endorsements)</b>
<b>Construction Technician</b>	<ul style="list-style-type: none"> <li>• Acceptance into OSP Apprenticeship Program</li> </ul>
<b>OSP Pre-Apprentice</b>	<ul style="list-style-type: none"> <li>• Class A CDL with Airbrake and Combination Vehicle Endorsements</li> </ul>
<b>OSP Apprentice 1</b>	<ul style="list-style-type: none"> <li>• Complete 2,000 hours OJT</li> <li>• Successfully complete both Basic Pole-Climbing <u>and</u> obtain BICSI-Fiber Installer 2 credential</li> </ul>
<b>OSP Apprentice 2</b>	<ul style="list-style-type: none"> <li>• Additional 2,000 hours OJT (4,000 Total)</li> <li>• Successfully complete both Advanced Aerial Construction <u>and</u> obtain BICSI-Copper Installer 2 credential</li> <li>• Complete Ivy Tech Student Success Class (1-credit hour) and two 3-credit hour classes in Ivy Tech Technical Certificate Curriculum (Business Operations, Applications, and Technology) (C or better)</li> </ul>
<b>OSP Apprentice 3</b>	<ul style="list-style-type: none"> <li>• Additional 2,000 hours OJT (6,000 Total)</li> <li>• Complete four additional 3-credit hour classes in Ivy Tech Technical Certificate Curriculum (Business Operations, Applications, and Technology) (C or better)</li> </ul>
<b>OSP Apprentice 4</b>	<ul style="list-style-type: none"> <li>• Additional 2,000 hours OJT (8,000 Total)</li> <li>• Complete four additional 3-credit hour classes in Ivy Tech Technical Certificate Curriculum (Business Operations, Applications, and Technology) (C or better)</li> <li>• Obtain Technical Certificate in Business Operations, Applications, and Technology (31-credit hours)</li> </ul>
<b>Certified Senior OSP Technician</b>	<ul style="list-style-type: none"> <li>• Maintain BICSI Fiber Installer 2 and Copper Installer 2 credentials via CECs</li> </ul>

#### Section 5 -- Training



If a new Employee does not have all the required classes, training, and certifications, as set out in Section 4, above, for their job titles when they are hired, the new Employee must begin the required classes, training, and/or testing within one (1) year of hiring and will be given two (2) years after hiring to obtain the required classes, training, and/or certification, with an additional one (1) year available for testing if necessary. Trainees will be provided Employer-paid training classes (including BICSI, pole climbing, advanced aerial, and Ivy Tech). If any new Employee does not receive a grade of C in any Ivy Tech class, or fails to pass any certification or testing, then they shall be required to retake the classes, testing, and/or certifications at their own expense (unless provided differently in Section 6, below). All Ivy Tech classes shall be taken during nonworking hours and Employees shall not be paid for taking such classes. If any new Employee cannot complete the required classes, training, and/or certifications in the time set in this Section 5, such new Employee shall be demoted to the job title to which they hold all the required hours, classes, training, and certificates, at the then current wage scale for that position.

#### Section 6 -- BICSI Training

If an Outside Plant Employee is required to have BICSI certifications as set out in Section 4, above, the Outside Plant Employee's first BICSI certification test in each certification category will be paid for in full by the Employer. If a second BICSI certification test is necessary in a certification category, the Employer will split the total cost of the test with the Outside Plant Employee. If a third or subsequent BICSI certification test is necessary in a certification category, the Outside Plant Employee will pay for said tests at his/her own expense. The Employer agrees to advance the necessary funds for the Outside Plant Employee's second or third BICSI tests provided that the Outside Plant Employee repays the total amount of advanced funds to the Employer in a certain amount of time to be determined by the Outside Plant Employee and Employer mutually.

All Certified Senior OSP Technicians will be required to obtain and maintain BICSI Fiber Installer 2 and Copper Installer 2 credentials.

Outside Plant Employees who have already passed the BICSI Fiber Installer 2 and/or Copper Installer 2 will be required to maintain BICSI certifications by taking the required continuing education classes as set out by the BICSI Continuing Education Credit Program or its successor. Employer will pay for Outside Plant Employees to attend the needed continuing education classes to maintain the BICSI Fiber Installer 2 and/or Copper Installer 2 certifications and any renewal fees (but not recertification fees as set out below) for such BICSI Fiber Installer 2 and/or Copper Installer 2 certifications. If an Outside Plant Employee fails to maintain the BICSI Fiber Installer 2 and/or Copper Installer 2 certifications by taking the minimum required continuing education credits (after being offered sufficient opportunities by Employer to take and attend such classes), the Outside Plant Employee will be demoted to the position to which he/she holds all the required hours, classes, training, and certificates, at the then current wage scale for

that position. If the Outside Plant Employee later regains his or her BICSI certifications, that Employee shall be promoted to his/her prior position at the then current wage scale for that position. The recertification exam(s) expense will be at the sole cost of the Employee.

#### Section 7 -- Wage Scale Rates

The following wage scale rates will be in effect during the term of this Agreement:

<b>Title</b>	<b>Year #1 (starts December 14, 2020)</b>	<b>Year #2 (starts December 14, 2021)</b>	<b>Year #3 (starts December 14, 2022)</b>	<b>Year #4 (starts December 14, 2023)</b>
Certified Senior OSP Technician	\$30.00	\$30.75	\$31.44	\$32.15
OSP Apprentice 4	\$27.25	\$28.00	\$28.63	\$29.27
OSP Apprentice 3	\$25.75	\$26.50	\$27.10	\$27.71
OSP Apprentice 2	\$23.50	\$24.00	\$24.54	\$25.09
OSP Apprentice 1	\$20.00	\$20.00	\$20.00	\$20.00
OSP Pre-Apprentice	\$16.50	\$16.50	\$16.50	\$16.50
Construction Technician	\$14.00	\$14.00	\$14.00	\$14.00

#### Section 8 -- Starting Rate for Probationary Employees

The Employer will establish a starting rate for Probationary Employees and may vary the rate as necessary.

#### Section 9 -- Incentive Program

The Employer may engage in an annual incentive and profit sharing program that will pay each Regular Employee a quarterly bonus tied to certain Company goals, which are set at the Employer's discretion based on Company needs, as well as the potential for yearly profit sharing. The Employer goals shall be communicated to the Employees before the start of the annual incentive program. The incentive and profit sharing program for CWA Employees shall be no less than the incentive and profit sharing program for non-union employees.

#### Section 10 -- Lead OSP Technician Supplement

The Employer may (but is not required to) designate one (1) Employee to serve as a Lead OSP Technician. The Lead OSP Technician shall receive a pay supplement of \$0.50 per hour for all hours worked. Such Lead OSP Technician shall not take disciplinary action regarding other employees' performance.

## **ARTICLE 17**

### **Service Watch**

Section 1 -- Service Watch duty will start on Friday and will run until the following Friday. One (1) week will comprise the minimum watch period.

Inside Plant Employees -- An Apprentice on service watch will be paid \$27.50 per day and \$55.00 on a holiday and must live within the twenty (20) mile circle attached as Appendix A. A Technician on service watch will be paid \$33.00 per day and \$55.00 on a holiday and must live within the twenty (20) mile circle attached as Appendix A.

Outside Plant Employees -- An Outside Plant Employee on service watch will be paid \$27.50 per day and \$55.00 on a holiday and must live within the twenty (20) mile circle attached as Appendix A.

If during the course of this Agreement, the twenty (20) mile circle becomes an issue, the Employer agrees to meet with the Union in an attempt to resolve any issue that may arise.

Section 2 -- The Employer shall provide cellular phones for Employees who have volunteered for or has been assigned by the Employer service watch duty during a watch week at no expense to the Employees. These communications devices will be in the possession of the on duty service watch Employee at all times.

Section 3 -- In order to maintain expedient service and response time during service watch, the employee shall have the privilege of using the Employer vehicle while on service watch duty. The service watch vehicle shall not be used for personal use outside the local service area of NineStar Connect. Personal use of this Employer vehicle will be monitored closely. If it is determined that this privilege is abused loss of service watch pay for the entire period will occur.

Section 4 -- Employees who have volunteered for or has been assigned to service watch duty will be required to remain at locations where they will be quickly and conveniently reached by telephone or paged during the time they are assigned to service watch duty. Failure to be quickly and conveniently reached or to quickly respond within a reasonable time during any part of the service watch will result in disciplinary action.

## **ARTICLE 18**

### **Inclement Weather**

Section 1 -- Scheduling During Inclement Weather

During weather which the Employer determines as inclement and when the work involved may be hazardous to the Employee(s) they shall be assigned work under shelter as far as is practicable.

## **ARTICLE 19**

### **Reporting Locations**

#### Section 1 -- Normal Reporting Procedure

Normally all Employees shall report for work at the Employer headquarters, but the Employer has the right to assign an Employee a different reporting station area when such is in the interest of the Employer.

#### Section 2 -- Company Vehicles

The Employer shall not supply company vehicles or compensation for Employees to travel to or from work reporting locations, to or from locations Employees choose to take lunch periods, or to or from locations Employees choose to take regular breaks, but the Employer reserves the right to assign Employees company vehicles or compensation for such travel when it is in the Employer's interest.

When an Employee is on a job assignment away from the plant, the Employee may use the company vehicle for transportation to and from lunch so long as the stated lunch period is not extended thereby.

#### Section 3 -- Assigned Vehicles

When an Employee is assigned a company vehicle per the above, the Employee shall return such vehicle to his/her home or other assigned location, without stopping in route for any reason other than official Employer business and while such vehicle is at his/her home or assigned location the Employee shall not, nor allow, such vehicle to be used for any reason other than official Employer business.

## **ARTICLE 20**

### **Travel Time and Transportation Cost**

#### Section 1 -- Compensation for Travel Time

Travel time spent by an Employee on Employer business during regular working hours shall be considered as working time, and be compensated for such. Travel time for educational reasons shall be considered as working time only if it takes place during the Employees usual working hours.

#### Section 2 -- Reimbursement for Transportation Expenses

Transportation costs for travel, authorized by the Employer for Employer business, shall be reimbursed the Employee at the rate permitted by the IRS rules for undocumented travel, unless the Employer shall, at its discretion, supply the Employee with a company vehicle for such travel. This provision will not relieve the Employee of the requirement for internal accounting for travel time.

#### Section 3 -- Compensation and Advancements for Travel Expenses

When an Employee is assigned to travel to another location or educational facility, the Employer shall compensate the Employee in accordance with the provisions of IRS Publication 1542.

#### Section 4 -- Extended Assignments

In the event that an Employee is assigned outside the State of Indiana for a period in excess of four (4) weeks, the Employer will pay the cost of one round trip from the place of assignment to the State of Indiana for the Employee.

### **ARTICLE 21**

#### **Supervisory Personnel**

Employees outside the Bargaining Unit shall perform no work of the type customarily performed by Employees within the Bargaining Unit except for the following reasons:

1. Instructing workers, experimental work and assisting in inventory;
2. In labor shortage periods where hourly Employees are not available;
3. In cases of absenteeism where another qualified Employee is not available or in the event of an emergency.

### **ARTICLE 22**

#### **Safety**

### Section 1 -- Commitment to Safe Working Environment

It is mutually agreed that the highest regard for the safety and well-being of Employees shall be attended to by the parties to this Agreement. It is further mutually understood that the Employer has an ongoing safety program for its Employees and that the rules and regulations of this safety program shall be strictly enforced and adhered to by the participants in this Agreement.

### Section 2 -- Safety Committee

It is further agreed that a committee composed of the Employer's safety director, the plant management designee and a Union Employee representative, duly elected by members of the bargaining unit, shall periodically meet to review safety practices, rules, regulations and make recommendations pertaining to such.

### Section 3 -- Safety Meetings

The Employer will hold regular safety meetings to insure that Employees are aware of the need for safety in the workplace.

## **ARTICLE 23**

### **Tools, Equipment, Vehicles and Materials**

#### Section 1 -- Tools Provided

The Employer shall provide to its Employees all tools, equipment, vehicles, and materials required, in the judgment of the Employer, for the performance of their duties, without cost to the Employees subject to Section 2 of this article.

#### Section 2 -- Replacement and Repair

Replacements or repairs will be made in accordance with the following:

- (a) The Employer shall repair tools, equipment, vehicles, and materials rendered unusable through normal usage in the performance of work duties, without cost to the Employee.
- (b) Equipment rendered unusable or lost or vehicles damaged through willful act or negligence on the part of any Employee may, at the Employer's discretion, be

replaced or repaired at the expense of the Employee, provided that:

- (c) The Employer provides reasonable proof of the Employee's negligence or willful act; and, that the financial responsibility of the Employee does not exceed the deductible amount of the Employer's insurance carrier.
- (d) The Employer will replace up to \$40 worth of tools lost by the Employee each year. The Employee will bear the excess cost of replacing a lost tools. Payments for the employee's portion of replacing lost tools will be taken out through payroll deduction.

### Section 3 -- Clothing Supplied

The Employer will provide work uniforms for all Employees, which work uniforms will be worn during working hours. The Employer shall provide any Employee who the Employer requires to perform outside work a winter coverall, vest and jacket. The Employer shall replace such clothing when, in the opinion of the Employer, it has been rendered unserviceable by reason of work performed for the Employer, upon turning in of the item.

### Section 4 -- Prohibition on Personal Use

It shall be the policy of the Employer that all vehicles, tools, test gear, equipment, materials, and supplies shall be used only for official Employer business, and no Employee shall remove the same from Employer premises or vehicles for any other reason than official Employer business, nor shall any Employee allow the use of company property by any other persons for any reason other than official Employer business. The Employer may permit the use of company property by an Employee for personal use, at the Employer's discretion and with the written authorization of the President.

### Section 5 -- Use of Buildings and Properties

It shall be the policy of the Employer that all buildings and properties shall not be used by any Employee or other persons for any reason other than official Employer business. The Employer may permit the use of Employer property, at the Employer's discretion and with the written authorization of the President, when in the opinion of the Employer, such use is justifiable.

## **ARTICLE 24**

### **Disability Insurance**

#### Section 1 -- Disability Insurance Program

The Employer has heretofore established a short-term and long-term disability insurance program for its Employees. The Employer reserves the right to self-fund the short-term disability program.

Section 2 -- Payment of Premiums

The Employer agrees to maintain this present program and bear the full cost of premiums for the Employees.

Section 3 -- Modifications to Disability Insurance Program

The Employer shall make such modifications to this program from time to time that the Employer believes to be in the best interests of the Employer and its Employees.

**ARTICLE 25**

**Retirement Program**

A. CICI Employees

Section 1 -- Retirement Plan

The Employer has heretofore established a retirement plan through the National Telecommunications Cooperative Association ("NTCA"), both the Employer and the CICI Employees contribute to this plan. During the term of this agreement the Employer will maintain its current contribution.

During the life of this agreement the Employer shall maintain the present program and make such modifications from time to time that the Employer believes to be are in the best interests of the Employer and its CICI Employees.

The details of the exact amount of retirement available to any individual employee will be provided by the retirement plan administrators.

Section 2 -- CICI Employee Contributions

CICI Employee's required contributions shall be withheld from wages of the Employee.

Section 3 -- 401(k)

The Employer currently provides each CICI Employee an Employer-sponsored CICI Employee 401(k) retirement account. As of January 1, 2021, the Employer will match each CICI



Employee's contribution level at a rate of one hundred percent (100%), up to a maximum CICI Employee contribution level of four percent (4%) of salary. The Employer contribution matches would be as follows:

Contribution	Match
Employee 1%	Employer 1%
Employee 2%	Employer 2%
Employee 3%	Employer 3%
Employee 4%	Employer 4%

CICI Employees may contribute additional funds, exceeding four percent (4%), if permitted within program guidelines. The details of the 401(k) plan are found in NineStar Connect's Company Policy manual, and may change from time to time to comply with applicable laws and regulations.

#### Section 4 -- Retiree Health Insurance Benefits

A CICI Employee may participate in the Employer's health insurance program after retirement at the CICI Employee's sole expense.

#### Section 5 -- New CICI Employees

For all CICI Employees hired on or after January 1, 2018, the Employer shall have the right to change or alter retirement benefit packages, provided however that no such changes will result in retirement benefits packages less than those supplied to nonunion CICI employees hired after January 1, 2018, or a lower benefit than that provided in Article 25, Section 3.

#### B. CIUI Employees

All Employees hired on or after July 1, 2018, shall be eligible for CIUI retirement benefits, as those are available to nonunion CIUI employees, which is currently a 401(k) plan administered by Fidelity Investments through NTCA. The Employer shall have the right to change or alter retirement benefit packages, provided however that no such changes will result in retirement benefits packages less than those supplied to nonunion CIUI employees, or a lower benefit than that provided in Article 25, A, Section 3.

### **ARTICLE 26**

#### **Group Health Insurance**

#### Section 1 -- Health Insurance Plan

The Employer will offer NTCA group health insurance plans and will contribute to the cost of each plan in the percentages as set forth in NineStar Connect's Company policy manual.

The Employee's share of insurance premiums shall be deducted directly from the Employee's wages on a payroll deduction plan.

As of July 1, 2018, there will be separate group health insurance plans for all CIUI employees. All Employees hired on or after that date will be employed by CIUI, will be able to join those group health insurance plans, will contribute to the cost of each plan in the percentages as set forth in the NineStar Connect's Company policy manual, and will not have group health insurance plans less than those supplied to non-union CIUI employee.

#### Section 2 -- Modifications to Group Health Insurance Plan

The Employer shall make such modifications to this program from time to time that the Employer believes to be in the best interests of the Employer and its Employees, and will make a reasonable effort to see that the basic coverage and benefits remain comparable to those of the NTCA Plans

### **ARTICLE 27**

#### **Group Life Insurance**

#### Section 1 -- Group Life Insurance Program

The Employer has heretofore established a Group Life Insurance Program for its Employees. The program is paid for in full by the Employer. Such program shall be maintained by the Employer through the life of this Agreement.

#### Section 2 -- Modifications to Group Life Insurance Program

The Employer shall make such modifications to this program from time to time that the Employer believes to be in the best interests of the Employer and its Employees.

### **ARTICLE 28**

#### **Tardiness, Absenteeism**

#### Section 1 -- "Tardy" Defined - Penalty

Employees shall report for work at their scheduled start time, and be prepared to begin their assigned work shift. Employees who are not present at their scheduled work time will be considered tardy, unless they have notified their supervisor of the reason for their late arrival and have been excused.

#### Section 2 -- Discipline for Habitual Tardiness

Any Employee arriving at work more than five (5) minutes after his/her starting time is considered tardy. There will be no penalty for the Employee's first three (3) tardies within any three hundred and sixty (360) day period. The Employee's fourth tardy will result in a written warning. His/her fifth tardy will result in a one (1) day suspension. The Employee's sixth tardy will result in the Employee's discharge from employment.

#### Section 3 -- Time Clock

The Employer reserves the right to require use of a time clock or similar device at the beginning and end of work shifts.

### **ARTICLE 29**

#### **Negotiations**

##### Section 1 -- Comprehensive Nature of Negotiations

The mutual parties to this Agreement acknowledge that during negotiations which resulted in this Agreement, each had an opportunity and unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that understandings and agreements arrived at by parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

##### Section 2 -- Voluntary Negotiation of Amendments

Notwithstanding the foregoing, the parties, by mutual agreement, may negotiate amendments to this Agreement.

## **ARTICLE 30**

### **Saving Clause**

In the event any provision of this Agreement is held to be in conflict with or violation of any State or Federal statute, rule or decision or valid administrative rule or regulation, such statute, rule or decision or valid administrative rule or regulation shall govern and prevail, but all provisions of this Agreement not in conflict therewith shall continue in full force and effect.

## **ARTICLE 31**

### **Duration of Agreement**

#### **Section 1 -- Effective Dates**

The effective date of this Agreement is December 14, 2020. This Agreement shall be in full force and effect from December 14, 2020 through Midnight on December 13, 2024, and from year to year thereafter, unless either party hereto shall, at least sixty (60) days prior to December 13, 2024 or the 13th day of December in any year thereafter notify the other party in writing of its intention and desire to modify or terminate this Agreement.

#### **Section 2 -- Commencement of Subsequent Negotiations**

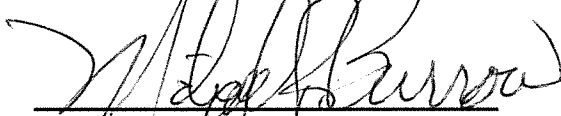
In the event of such notification the parties hereto shall immediately confer and negotiate with reference to a new or modified Agreement. Negotiations for a new contract shall commence not later than thirty (30) days from the date of the written notice herein mentioned.

No other notice of modification or of termination of contract shall be required of either party other than the notice herein specified. In any event, nothing contained herein shall preclude either party from modifying or changing, or amending its proposals for a new Agreement.


**IN TESTIMONY WHEREOF**, the Employer and the Union by their respective officers and representatives hereunto duly authorized, have signed this Agreement on the day, month and year first above written.

**“Employer”**

**CENTRAL INDIANA COMMUNICATIONS, INC.**

  
By Michael R. Burrow, President

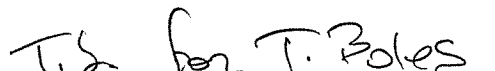
**CENTRAL INDIANA UTILITIES, INC.**

  
By Michael R. Burrow, President

**“Union”**

**COMMUNICATIONS WORKERS OF AMERICA AFL-CIO**  
**Acting Through Its Agent LOCAL Union 4900**

  
Tim Strong, CWA President

  
Tony Boles, Vice President, Local 4900

December 14, 2020

*Via Electronic Mail*

Mr. Tim Strong, President  
Communications Workers of America – Local 4900  
1130 East Epler Ave.  
Indianapolis, IN 46227  
[tstrong@cwa4900.org](mailto:tstrong@cwa4900.org)

*RE: Home Garaging/Dispatching Letter Agreement*

Dear Tim:

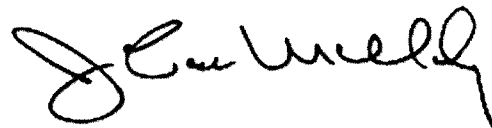
I am writing you on behalf of NineStar Connect (“NineStar”) regarding the recent discussions between NineStar and the CWA and the agreement, during those discussions, to enter into a Letter Agreement addressing home garaging/dispatching. Article 19 of the current collective bargaining agreement sets out the current status of use of vehicles and reporting, including that the “Employer shall not supply company vehicles . . . for Employees to travel to or from work reporting locations . . . but the Employer reserves the rights to assign Employees company vehicles . . . for such travel when it is in the Employer’s interest.”

As discussed, NineStar has been allowing employees to take work vehicles home and report to their first job site, rather than the headquarters at the beginning of the working day (“home garaging/dispatching”). NineStar is entering into this Letter Agreement to establish the proximity to the office requirement for any home garaging/dispatching program. This Letter Agreement establishes that the proximity requirement to participate in allowable home garaging/dispatching is 20-miles from NineStar’s headquarters, as outlined in the attached Exhibit A. This Letter Agreement also serves to confirm that any such program of home garaging/dispatching or remote garaging/dispatching, will be uniformly applied across the unit (without regard to race, sex, nationality, etc.) and will be voluntary for the employees.

NineStar Connect and I have always enjoyed working with you, and we hope to continue a good working relationship moving forward. Please feel free to contact our office if you have any questions or concerns regarding this Letter Agreement.

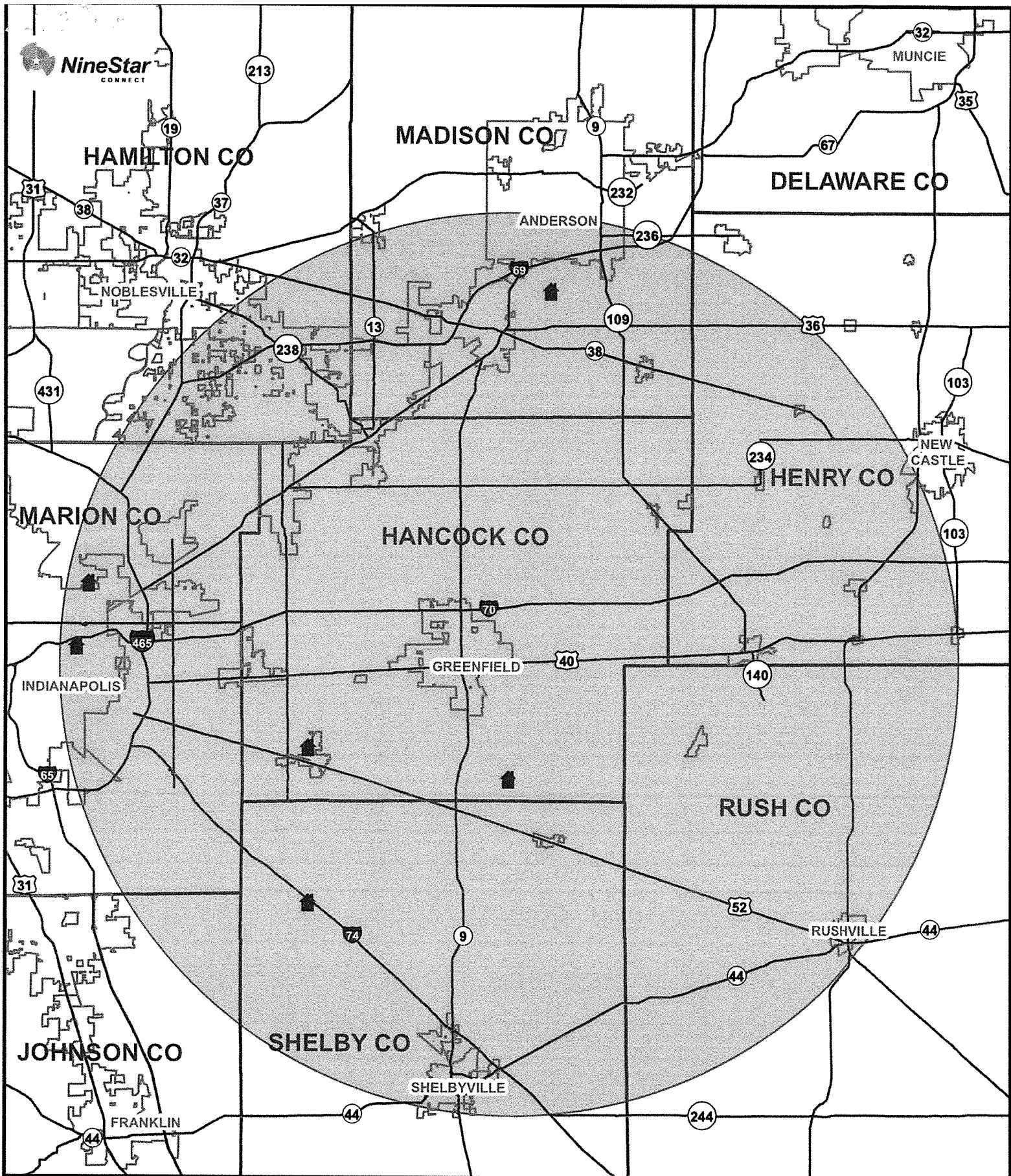
Yours truly,

McNEELY LAW LLP









J. Lee McNeely

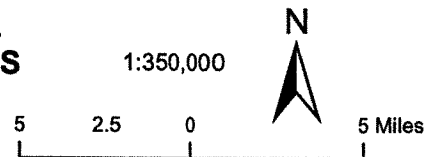
# EXHIBIT A



This is not an official map but for reference use only. A degree of error is inherent in all maps, but this map was compiled by NineStar Connect staff using data believed to be reasonable accurate. This is NOT an Engineering or Survey grade map and should not be used as such. This document is distributed "as is" without warranties of any kind, either expressed or implied and NineStar Connect is not responsible or liable for any use, derivative use or misuse of this map.

### NINESTAR CONNECT RESIDENTIAL & CURRENT TECHNICIAN LOCATIONS

-  Technician Residence
-  NSC E&O Campus
-  Major Road
-  County Seat
-  Residency Buffer
-  County



Map generated by J McMillan on 10/20/2020.



December 14, 2020

*Via Electronic Mail*

Mr. Tim Strong, President  
Communications Workers of America – Local 4900  
1130 East Epler Ave.  
Indianapolis, IN 46227  
[tstrong@cwa4900.org](mailto:tstrong@cwa4900.org)

*RE: N. Shildmyer, D. Mayhugh, and R. Stamps*

Dear Tim:

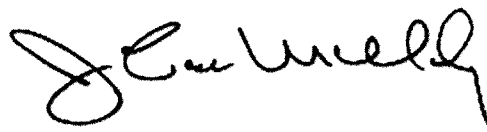
I am writing you on behalf of NineStar Connect (“NineStar”) regarding the recent discussions between NineStar and the CWA and the agreement, during those discussions, that there would be a Letter Agreement addressing a bonus payment and training for certain employees.

As discussed, N. Shildmyer, D. Mayhugh, and R. Stamps (the “Specific Employees”) will each receive a one-time bonus payment of \$1,000 upon successfully attaining the BICSI-Fiber Installer 2 Credential. Additionally, on a non-precedential and one-time basis, the Specific Employees will receive reimbursement for the BICSI-Fiber Installer 2 Credential test if they successfully pass. In order to expedite the Specific Employees’ advancement to Apprentice 3 once the Specific Employees obtain both BICSI credentials, the Specific Employees will also be eligible to attend an upcoming Advanced Aerial Construction training.

NineStar Connect and I have always enjoyed working with you, and we hope to continue a good working relationship moving forward. Please feel free to contact our office if you have any questions or concerns regarding this Letter Agreement.

Yours truly,

McNEELY LAW LLP



J. Lee McNeely