

A G R E E M E N T
B E T W E E N
PHONE STATION INC.



AND

**COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO, CLC**




Effective Date: July 1, 2017
Termination Date: June 30, 2020
P.U.#7.5364

July 1, 2021
June 30, 2021

TABLE OF CONTENTS

AGREEMENT.....	3
ARTICLE 1 RECOGNITION	3
ARTICLE 2 UNION SECURITY	3
ARTICLE 3 SENIORITY.....	3
ARTICLE 4 GRIEVANCE PROCEDURE – ARBITRATION.....	4
ARTICLE 5 DISCIPLINE.....	5
ARTICLE 6 UNION REPRESENTATIVES.....	5
ARTICLE 7 PAYROLL DEDUCTION OF UNION DUES, AGENCY SHOP AND REPORTS.....	5
ARTICLE 8 VACATIONS.....	6
ARTICLE 9 WORK WEEK AND RATES OF PAY.....	7
ARTICLE 10 WAGE RATES, CLASSIFICATIONS.....	8
ARTICLE 11 TRAVEL TIME, TRAVEL CONDITIONS AND EXPENSES.....	9
ARTICLE 12 TOOLS AND VEHICLES... ..	10
ARTICLE 13 OVERTIME AND CALL-IN PAY	11
ARTICLE 14 HOLIDAYS.....	11
ARTICLE 15 ABSENCES.....	11
ARTICLE 16 SICK LEAVE.....	12
ARTICLE 17 AMENDMENTS.....	12
ARTICLE 18 CONTRACTING WORK.....	13
ARTICLE 19 PERFORMANCE OF BARGAINING UNIT WORK.....	13
ARTICLE 20 LEGAL COMPLIANCE.....	13
ARTICLE 21 EMPLOYEE STIPULATIONS.....	13
ARTICLE 22 RETIREMENT COMPENSATION.....	14
ARTICLE 23 INSURANCE COVERAGE AND BENEFITS.....	14
ARTICLE 24 PART-TIME EMPLOYEES.....	14
ARTICLE 25 TEMPORARY EMPLOYEES.....	14
ARTICLE 26 DURATION OF AGREEMENT.....	15
Appendix A.....	16
Letter of Agreement – Layoffs.....	17

AGREEMENT

This Agreement between the Communications Workers of America, AFL-CIO, CLC and Phone Station, Inc. shall be in effect July 1, 2017 through June 30, 2020 

The Company, hereinafter referred to, shall be Phone Station Inc. The Union, hereinafter referred to, shall be the Communications Workers of America.

ARTICLE 1 RECOGNITION

Section 1 The Company hereby recognizes the Communications Workers of America as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all of its technical employees as one bargaining unit, but excluding those exempted in the Labor-Management Relations Act of 1947, as amended.

Section 2 The Company agrees not to sell or assign its business without expressly providing in the contract of sale or assignment, that the purchaser or assignee shall be bound by all of the contract rights of the employees under this collective bargaining agreement.

ARTICLE 2 UNION SECURITY

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall on the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall at the beginning of such employment become and remain members in good standing in the Union.

ARTICLE 3 SENIORITY

Section 1 "Company-wide seniority" shall be defined as the total period of an employee's continuous length of employment in all job classifications covered by this Agreement as set forth in Article 10.

Section 2 "Job classification seniority" shall be defined as the total period of an employee's continuous length of employment in a particular job classification covered by this Agreement as set forth in Article 10.

Section 3 If layoffs become necessary among employees covered by this Agreement, the Company shall give ten (10) working days written notice to the Local and such employees before such employee shall be laid off. Such layoffs shall be in inverse order of an employee's Company-wide seniority in his/her job classification, except that employees who have less than one (1) year of job classification seniority shall be laid off first, in inverse order of job classification seniority. Then, the employee with the least Company-wide seniority in his/her job classification shall be laid off next and the layoff will proceed accordingly. The laid off employee shall have the option of bumping into an equal or lower job classification if he/she has more Company-wide seniority than employee in the equal or lower classification and, in the opinion of the Company, is capable of performing the required work. Any employee exercising this right to bump shall receive the wage for the job he/she occupies after bumping.

Section 4 Employees who are laid off will retain their seniority on the records of the Company for a period of one (1) year from the date of their layoff. In the event that recall becomes possible (before the Company hires new employees in any job classification where any employees are on layoff), recall for each job classification will be made in the reverse order of the layoff in that classification. If an employee fails to reply to the letter advising him/her of recall, sent to his/her most recent address listed in the Company records, within eight (8) calendar days from the posting of the letter, the Company may consider his/her employment terminated. Employment may also be considered terminated if the Company is unable to recall an employee within two (2) year of his/her layoff.

Section 5 The Company shall submit a current seniority list to the Union within sixty (60) days following the execution of this Agreement and thereafter every quarter.

ARTICLE 4 GRIEVANCE PROCEDURE - ARBITRATION

Section 1 All questions, disputes or grievances as to the interpretation or performance of the terms of this Agreement shall first be taken up between the Company and the Local Union's Stewards. In the event no satisfactory settlement of the issue is reached, such questions, disputes or grievance shall be reduced to writing by the grievant within twenty (20) calendar days and shall then be considered by the Company and a representative designated by the Union.

Section 2 Should the Company and the Union Representative fail to reach a satisfactory adjustment of the matter, either party may require arbitration of same by giving written notice to the other within twenty (20) calendar days from the date of their failure to agree.

Section 3 Any grievance not adjusted between the Company and the Union as provided in Section 1 of this Article shall, upon written request of either party, be referred for determination to an Arbitrator selected by agreement of the parties. In the event the parties are unable to select an Arbitrator who is mutually acceptable within twenty (20) calendar days after the written notice to arbitrate has been given, the moving party shall submit a request to the Federal Mediation and Conciliation Service requesting a panel of seven (7) arbitrators. The one (1) arbitrator shall be determined by each side alternatively striking one (1) person until only one (1) arbitrator remains. The party striking the first name shall be determined by the toss of a coin.

Section 4 Each party to this Agreement shall bear the expense of preparing and presenting its own case. The fee and expense of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties hereto.

Section 5 The decision of the Arbitrator shall be final and binding upon both parties.

Section 6 The time limits provided above may be extended or waived by agreement of the parties in writing.

Section 7 There shall be a ninety (90) 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.

**ARTICLE 5
DISCIPLINE**

Section 1 No employee covered by this Agreement shall be suspended, demoted or discharged or otherwise disciplined except for just cause.

Section 2 The Company shall notify the appropriate Union Representative within five (5) days of any suspension, demotion or discharge action.

Section 3 The question of whether "just cause" exists for the discipline shall be subject to the grievance and arbitration procedure provided herein.

**ARTICLE 6
UNION REPRESENTATIVES**

Section 1 Any one (1) employee designated by the Union will be granted the necessary time off to meet with the Company to carry out the business of the Union pertaining to the Company. Such time off shall be with pay and shall be considered as time worked for the purpose of determining seniority, wage increase and other benefits.

**ARTICLE 7
PAYROLL DEDUCTION OF UNION DUES, AGENCY SHOP AND REPORTS**

The following guidelines will be followed in administering the deduction of Union fees under the Labor Agreement between the Phone Station Inc. and the Communications Workers of America.

Section 1 Within thirty (30) days after ratification or within thirty (30) days after employment, each employee shall, as a condition of their employment, pay or tender to the Union, an amount equal to the periodic Union dues applicable to members until the termination of this Agreement. For the purpose of the Article, the employee shall mean any person entering into the bargaining unit. The condition of employment specified in this Article shall not apply during periods of formal separation* from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth (30th) day following his or her return to the bargaining unit.

*The term formal separation includes transfers out of the bargaining unit, removal from payroll of the Company, and leave of absence of more than one (1) month in duration.

The Company shall inform employees and applicants for employment of their rights and obligations under the provisions of this Article.

Section 2 Payroll deductions of Union dues deductions will be made on a monthly basis once a month on the second (2nd) pay period of each month. In those months where only one (1) pay period will occur, deductions will be made on the at first (1st) pay period.

Dues deductions will be made on properly executed deduction authorization forms received at the Company Headquarters on or before the fifth (5th) day of the preceding month. However, the Company assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will make such effort as it deems appropriate in correcting any such errors or omissions.

Section 3 Deductions shall be remitted to the Communications Workers of America International Union no later than twenty (20) days after the end of the preceding month during which deductions were made.

Section 4 The Company agrees to furnish the Secretary-Treasurer of the Union, at the same time of remitting the dues deduction, a roster of all employees' names, addresses, social security numbers, weekly rate of pay, date of employment, dependents and dues deducted or, if no deduction was made, the reason for not making the deduction.

Section 5 It is agreed that the payroll deduction for Union fees shall be in lieu of Union collection of dues, assessments, and contributions on Company premises where work operations are being performed and while Union Representatives and/or the employees involved are on Company time.

Section 6 An employee's authorization shall be automatically canceled upon termination of employment. An employee's authorization shall be suspended upon leave of absence in excess of thirty (30) calendar days.

Section 7 Upon return from leave of absence, the returning employee's deduction authorization shall be reinstated in accordance with the provisions of Section 2 of this Article.

Section 8 Any change in the amount of monthly Union dues will be certified to the Company by the Secretary-Treasurer of the Communications Workers of America. A certificate which changes the contributions due the Union shall become effective the first (1st) day of the month following the date the Company receives such certification.

ARTICLE 8 VACATIONS

Section 1 Employees covered by this Agreement shall earn paid vacation in accordance with the following schedule:

Following one (1) year of service as of the employee's anniversary date - five (5) normal workdays of vacation;

Following two (2) years of service as of the employee's anniversary date - ten (10) normal workdays of vacation;

Following ten (10) years of service as of the employee's anniversary date - fifteen (15) normal workdays of vacation; and

Following fifteen (15) years of service as of the employee's anniversary date - twenty (20) normal workdays of vacation.

In order to be eligible for a paid vacation, as per the schedule of this Section, an employee must complete 2080 hours of work in an anniversary year. Vacations of less than the schedule provides will be prorated for employees working less than 2080 hours in an anniversary year.

An employee shall have the option to carry over to the next calendar year that portion of the remaining amount of vacation, not to exceed one half (1/2) the total, to which the employee is eligible during the current year and has not taken. All carry-over vacation must be used by June 30th of the following year.

Section 2 If there is any conflict between employees who are working on the same or similar operations, as to when vacations shall be taken, senior employees shall be given their preference.

Section 3 Employees with less than twenty (20) years of service shall be allowed one (1) personal day in each calendar year. Employees with twenty (20) years or more of service shall be allowed two (2) personal days in each calendar year. These may be scheduled in as little as four (4) hour increments, subject to the needs of the business.

ARTICLE 9 WORK WEEK AND RATES OF PAY

Section 1 All regular full time employees will normally be assigned not less than forty (40) hours of work per week. The regular assignments will not be in excess of eight (8) hours per day, five (5) days per week, Monday through Friday inclusive.

Section 2 The normal hours of work shall be eight (8) consecutive hours between 7:00 a.m. and 6:00 p.m. Flexible work schedules, such as 4-10 hour days will be allowed if mutually agreed upon between the Company and employee.

Section 3 Two (2) fifteen (15) minutes relief periods will be granted during each tour of duty.

Section 4 If there is any conflict between employees, as to the choice of tours, senior employees shall be given their preference.

Section 5 Sunday will be treated as a premium day and all time worked by employees in the bargaining unit will be paid for at one and one-half (1-1/2) times the regular rate of pay, irrespective of the number of hours worked during the week.

Section 6 An employee who works on a holiday shall receive payment at the rate of two (2) times the hourly rate for hours worked during his/her regular tour. This shall be in addition to the payment for time not worked on a holiday provided for in Article 14.

For hours worked on a holiday in excess of his/her regular tour an employee shall receive payment at the rate of two (2) times the hourly wage rates.

Section 7 When a major portion of the tour of duty of an employee falls between 6:00 p.m. and 6:00 a.m., the Company shall increase by ten percent (10%) the hourly wage rate paid to such employees. The Company agrees not to make assignments of tours for the purpose of avoiding payment of the differential.

Section 8 In limited circumstances, the Company may, at the Employee's request, change shifts and/or assign employees less than forty (40) hours of work per week for a defined period of time not to exceed one (1) year. Additionally, the Company must:

Section 8.1 Provide the Local Union a minimum of two (2) weeks advance notice of the suggested schedule and/or shift change.

Section 8.2 In the event that more than one (1) employee requests such schedule and/or shift change that the change be made on the basis of seniority within the classification.

Section 8.3 Indicate to the Employee and the Local Union the duration of the schedule and/or shift change.

Section 8.4 Absences due to illness or injury will be paid on the basis of the number of hours assigned as a daily tour for the purpose of balancing the employee's sick leave balance.

Section 8.5 The Local Union representative will be invited to participate in any discussions between the Company and Employee related to modification of schedule and/or shift.

Section 8.6 No changes to work schedules and/or shifts shall be implemented that would be in contravention to this Agreement.

**ARTICLE 10
WAGE RATES, CLASSIFICATIONS**

Section 1 The wage rates for bargaining unit employees shall be as follows:

Technician	7/1/2017	7/1/2018	7/1/2019
Start Rate	15.00	15.45	15.91
Step 1	16.00	16.48	16.97
Step 2	17.25	17.77	18.30
Step 3	18.00	18.54	19.10
Step 4	18.75	19.31	19.89
Step 5	20.50	21.12	21.75
Step 6	21.50	22.15	22.81
Step 7	22.80	23.48	24.18
Step 8	24.30	25.03	25.78
Step 9	25.50	26.27	27.05



Section 2 Employees may be hired at any step in the above progression. Employees at Steps 1-5 will proceed to the next step on the first (1st) Monday in July 2017, 2018 and 2019 respectively. Employees on Step 6 or above remain on that step for five (5) years. Current employees will move to the Steps outlined in Appendix A on the first Monday, of July 2017.

Section 3 Unless otherwise agreed between the Company and the Union, an employee shall be advanced as per the wage schedule in Section 1, except that an individual whose ability and performance in such classification, in the judgment of the Company, has been outstanding may be advanced sooner.

Section 4 Whenever the Company decides to fill a vacancy in any classification, employees in lower classifications will be considered first on the basis of their Company seniority and qualifications, including their experience. Such seniority shall be controlling among candidates, including applicants, with relatively equal qualifications for the vacancy.

Section 6 The title of “Technician” shall apply to all current bargaining Unit members. If the employer chooses at some future time to create a new title, the Company and the Union will negotiate the duties and wage scale for the new title.

Section 7 Longevity Bonuses. Employees will get the following one-time lump-sum bonuses on their anniversary date.

Upon completion of five (5) years of service:	\$100
Upon completion of ten (10) years of service:	\$200
Upon completion of fifteen (15) years of service:	\$300
Upon completion of twenty (20) years of service:	\$400
Upon completion of twenty-five (25) years of service:	\$500
Upon completion of thirty (30) years of service:	\$600
Upon completion of thirty-five (35) years of service:	\$700

ARTICLE 11

TRAVEL TIME, TRAVEL CONDITIONS AND EXPENSES



Section 1 Reporting Location. Employee will report to assigned jobsite at shift start if employee is supplied with a company vehicle.

Section 2 Travel time spent by an employee on Company business between the time when he/she reports for duty and the time when he/she completes his/her tour of duty shall be considered as working time. An employee who is authorized or directed by the Company to use his/her personal automobile in the conduct of Company business shall be reimbursed at the current I.R.S. allowable mileage rate.

Section 3 Time during the scheduled or assigned hours of an employee which is spent at the direction of the Company traveling from one job assignment to another or from one town to another shall be considered as time worked.

Section 4 Time spent by an employee at the direction of the Company in traveling before or after the hours of his/her scheduled or assigned tour shall not be considered as time worked, if the duration of that assignment is within a seventy-five (75) mile radius.

The Company will pay the appropriate mileage rate for use of an employee's personal vehicle or provide Company transportation to and from the work site. When the work assignment is more than eighty-five (85) miles from the employee's normal work reporting location, Section 4 of this Article will apply.

Section 5 When assigned to a work location that necessitates being away from their home base overnight, each employee shall be paid hotel/motel cost. The Company will reimburse business related expenses not to exceed IRS per diem rates, receipts necessary for reimbursement and when using company credit cards. The necessity and establishment used shall be mutually agreed upon by the Company and employee.

Section 6 Reporting Location. Employee will report to assigned jobsite at shift start if employee is supplied with a company vehicle.



ARTICLE 12 TOOLS AND VEHICLES

Section 1 Employees may be required to furnish personal work tools when performing any job related work assignments. Those tools are limited to the following:

- a. Screw drivers (slot and Phillips head)
- b. Pliers
- c. Claw hammer
- d. Snippers
- e. Telephone test set
- f. Toner/probe
- g. Tape measure
- h. Bulb level (or equivalent)
- i. Module test clip
- j. Impact tool/punch down tool
- k. Scissors
- l. Wrenches
- m. Needle nose
- n. 66 blade /110 blade

Section 1.1 The Company will replace any broken or worn hand tool(s) of the same or comparable material and quality as the tool provided by the employee. Employees will not be reimbursed for replacing tools unless authorized by the Company. Employees will surrender all worn or broken tools replaced by the Company. Tools lost or intentionally damaged will be replaced by the Employee. It is understood that the Employee will retain ownership of all Employee provided hand tools. (In the event the Employee requires two (2) test sets to perform their job duties, the Employer will be responsible for maintaining both test sets.)

Section 2 Employees who assigned power tools, both cord and cordless, will be responsible for returning all tools checked out to them or be required to reimburse the Company for the cost to replace them.

- a. Employees will sign an inventory of such tools.
- b. Tools will be inspected annually or as needed.
- c. Tool damage which results from wrongful use or abuse will be paid for by the employee.
- d. Employees are to report any tool related incident as soon as possible.

Section 3 Employees on light duty who are assigned to work at the Phone Station Shop may be required to return (garage) the Company take-home vehicle to the Phone Station Shop during the period of light duty assignment.

Section 4 Employees who are absent from work for greater than five (5) consecutive work days (due to illness, vacation or leave of absence) may be required to return the Company take home vehicle to the Company premise, during the absence.

Section 5 Employees will be reimbursed for the purchase of safety footwear. The Company will reimburse each employee up to one-hundred fifty dollars (\$150.00) on presentation of worn boots and a receipt reflecting the purchase of the footwear along with relinquishing the employee's replaced footwear.

**ARTICLE 13
OVERTIME AND CALL IN-PAY**

Section 1 Employees who are scheduled or are called upon to work at times outside of their regular shift or work schedule shall be paid at the rate of one and one-half (1-1/2) times their hourly rate of pay.

Section 2 Employees will be assigned a week of "On-Call" duty on a rotating basis. The employee on-call will receive twenty-five dollars (\$25.00) for each week they are assigned on-call responsibilities.



**ARTICLE 14
HOLIDAYS**

Section 1 The following holidays will be observed as holidays by the Company:

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

Section 2 If a holiday occurs on a Saturday or Sunday, the Company reserves the right to designate the preceding Friday or the following Monday as a Holiday.

**ARTICLE 15
ABSENCES**

Section 1 Any employee who is a member of a military reserve component and has a mandatory training obligation shall be granted a maximum of fifteen (15) days leave each calendar year when ordered to short tours of active duty for such purpose.

Section 2 Failure to report at the expiration date of an authorized leave of absence will result in termination of employment, unless employee's leave of absence is extended by the Company

Section 3 Leave of absence, paid or non-paid, for personal reasons will be granted at the Company's discretion.

Section 4 In the event of a death of any member's immediate family, any employee covered by this Agreement shall be granted a leave of absence, with pay, to discharge his or her funeral obligations, not exceeding two (2) days. Any additional absence from duty in the event of the death of any member of his/her immediate family shall be deducted from any accrued vacation period or taken without pay. The immediate family shall consist of wife, husband, children, parents, parents-in-law, brothers, sisters, or any other family relative living in the employee's household.

Section 5 In the event of a death of any member's grandparents, not living in the member's household, any employee covered by this Agreement shall be granted a leave of absence, with pay, to discharge their funeral obligations, not to exceed one (1) day.

Section 6 Proof of death in the family may be required by the Company. Such proof shall be in the form of a medical certificate or some other official or public statement concerning the death.

Section 7 No employee shall be permitted to work for another employer while on any leave of absence, unless approved by the Company. Such employment by another employer, except for Union business, will be grounds for termination.

ARTICLE 16 SICK LEAVE

Section 1 Employees shall earn one-half (1/2) day of sick leave for each full month of employment, not to exceed six (6) days in a calendar year. Unused sick leave shall accumulate to a maximum of sixty (60) days of sick leave. Employees on a long term illness absence may utilize their total accrued sick leave during such absence. The Company shall have the right to request a physician's verification before an employee is entitled to sick pay, in the event there is evidence of misuse of sick leave; or in the case of long term illness absence.

Section 2 Sick leave absence shall be paid as follows:

Section 2.1 All employees shall be paid for the first (1st) day of sick leave used each year.

Section 2.2 Employees with less than ten (10) years of service will not be paid for the first (1st) two (2) days of such subsequent absence.

Section 2.3 Employees with ten (10) and up to twenty (20) years of service will not be paid for the first (1st) day of such subsequent absence.

Section 2.4 Employees with twenty (20) or more years of service will be paid from the first (1st) day of such absence.

Section 3 One (1) sick day per year may be used for the care of an immediate family member. Immediate family shall consist of wife, husband, children, parents, and parents-in-law. This day may be taken in increments of four (4) hours.

ARTICLE 17 AMENDMENTS

Section 1 Any provision of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement.

Section 2 It is understood that if the Company adopts any rule(s) and/or policy(ies) which affects the terms and conditions defined herein, the Company will first provide the Union with a copy of the rule or policy. If the Union desires to negotiate on the rule(s) and/or policy (ies) the parties shall meet at mutually agreeable times and locations for such negotiations. There will be no changes in terms and condition until such time as the parties reach agreement. If the Union does not notify the Company of its desire to negotiate such changes within thirty (30) calendar days of the Company notifying the Union, the Employer may implement its policy(ies) or rule(s) change.

**ARTICLE 18
CONTRACTING WORK**

Section 1 If for any reason the Company desires to contract or sub-contract bargaining unit work it is the earnest intent that the aforementioned contracting or sub-contracting will not result in an eroding of the bargaining unit or the curtailing of work of the bargaining unit and such contracting or sub-contracting will not be used as a Union busting tactic.

Section 2 The Company agrees that any contracting out of work covered under this Agreement to be performed at the site of construction, alteration, painting or repair of building, structure, or other work shall be performed by a contractor whose employees performing such work are represented under a collective bargaining agreement with the Communications Workers of America, if available and equipped to do so. Any exception to this provision must be agreed to by a Representative of the International Union of the Communications Workers of America.

**ARTICLE 19
PERFORMANCE OF BARGAINING UNIT WORK**

The Company agrees that Company personnel who are employed in a supervisory capacity, excluding the owner, who are not included in the bargaining unit, should not do work assigned to employees within the bargaining unit. In addition, Managers shall be allowed to perform work when training or assisting employees or because additional labor is needed, but not available, this does not include times when a lay-off is in effect. Nothing contained in the foregoing shall limit the normal management function of direction of the work of employees within the bargaining unit.

**ARTICLE 20
LEGAL COMPLIANCE**

Work covered by this Agreement shall be in compliance with the rules and regulations governing a licensed alarm and communications contractor as set forth in State statute.

**ARTICLE 21
EMPLOYEE STIPULATIONS**

Employees are not allowed to perform telecommunications work for any individual or business during or after hours that could be considered as work Phone Station, Inc. could perform. This does not include voluntary work which is performed for non-profit organization(s) as a community service. The employee shall give prior notice to the employer when such volunteer work will be performed.

Employees are expected to maintain the confidentiality of customers information, such as monitored calls and the like. Violations of these considerations are subject to dismissal pending just cause provisions.

**ARTICLE 22
RETIREMENT COMPENSATION**

For the purpose of retirement compensation, the Company will contribute to the retirement compensation plan the equivalent of one percent (1%) of the employee's base wage on an annual basis. Employees will be eligible to receive the compensation upon leaving the Company's employ.

**ARTICLE 23
INSURANCE COVERAGE AND BENEFITS**

Section 1 All insurance coverage and all other benefits in effect, which are not specifically mentioned or changed by the provisions of this Agreement shall continue in effect during the life of this Agreement, unless changed by mutual consent of authorized representatives of the Company and the Union.

Section 2 Take home motor vehicles may be issued to employees at the Company discretion. If the Company terminates the use of take home motor vehicles, employees so assigned will be given a thirty (30) calendar written notice of the termination.

**ARTICLE 24
PART-TIME EMPLOYEES**

Section 1 Regular part-time employees are those who are employed to work less hours per average week than a comparable full-time employee in the same job title or classification.

Section 2 Regular part-time employees who work in excess of a full-time employee's normal daily or weekly tour shall be paid at the appropriate overtime rate, based on the part-time employee's basic hourly rate.

Section 3 Regular part-time employees shall be paid on a pro-rata basis based upon the equivalent work week for regular full-time employees as outlined in Article 11, Section 1, of this Agreement for all paid absences outlined in this Agreement.

Section 4 The Company on a quarterly basis beginning January 1st of each year, shall notify each regular part-time employee of their pro-rata standing so as to determine their rate of pay for paid absences outlined in this Agreement.

Section 5 The Company agrees to not use regular part-time employees to deter or circumvent the use of regular full-time employees.

**ARTICLE 25
TEMPORARY EMPLOYEES**

Section 1 Temporary employees are those who are employed for a specific job or assignment, part-time, full-time, or combination of both, not to exceed six (6) months in length. Temporary employees will not be eligible for any Company benefits including paid absences.

Section 2 The Company agrees not to use temporary employees to deter or circumvent the use of regular full-time or regular part-time employees.

**ARTICLE 26
DURATION OF AGREEMENT**

Section 1 This Agreement shall be effective as of July 1, 2017, and shall remain in effect for an initial period of three (3) years to and including June 30, 2020 and shall continue in effect thereafter until terminated by written notice given by either party expressly stating its intention to terminate this Agreement, in which case it shall terminate sixty (60) days following receipt of such notice.

Section 2 Within thirty (30) days of the receipt of such notice to terminate this Agreement, the Union and the Company shall commence collective bargaining with respect to a new Agreement.

Section 3 In addition to the right of either party to terminate the Agreement as specified above, either party may, not earlier than sixty (60) days prior to the end of the initial period, request in writing negotiations and modifications or amendments as proposed by either party and this Agreement will continue in effect unless replaced by a new or amended Agreement or until terminated by either party giving sixty (60) days written notice of termination to the other party.

Section 4 This Agreement is entered into this 1st day of July 2017.

PHONE STATION, INC.

**COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO, CLC**

 6-28-17

Mike Friesen
Owner

 6/23/17

Jeff S. Lacher
CWA Representative

 7-1-17

Eric Battle
CWA Local 7203, President

 6-28-17

Scott Wagaman
CWA Local 7203, Bargaining Cmte. Member

Appendix A

Gary Prieve	Step 8
Butch Stadler	Step 7
Jeff Campbell	Step 9
Scott Wagaman	Step 8
Brian Schull	Step 8
Chad Poncelat	Step 8
Eric Hagen	Step 5

July 1, 2017

Letter of Agreement - Layoffs

In the event of the need to reduce the workforce, the Company agrees to contact the Union and discuss alternatives to layoffs such as a reduced workweek.

Mike Simon 6-28-17
For Phone Station

J. J. [unclear] 6/23/17
For CWA