Mark Twain Rural Telephone Final Bargaining Report

June 16, 2020

The Communications Workers of America and Mark Twain Rural Telephone reached a tentative agreement and the highlights are outlined below.

Wages:

- **1st Year – 3.5%**
- **2nd Year – 3.5%**
- **3rd Year – 3.5%**
- **4th Year – 3.5%**

WAGE TABLES

B. Tier 1 - Employees Hired Before July 1, 2017									
	07/01/2020	07/01/2021	07/01/2022	07/01/2023		07/01/2020	07/01/2021	07/01/2022	07/01/2023
Start (F)	$14.27	$14.27	$14.27	$14.27	(F)	$11.88	$11.88	$11.88	$11.88
After 6 mos.	$17.81	$17.81	$17.81	$17.81		$15.23	$15.23	$15.23	$15.23
12 months	$19.58	$19.58	$19.58	$19.58		$16.30	$16.30	$16.30	$16.30
18 months	$20.82	$20.82	$20.82	$20.82		$17.23	$17.23	$17.23	$17.23
24 mos. (E)	$22.08	$22.08	$22.08	$22.08	(E)	$18.23	$18.23	$18.23	$18.23
30 months	$24.11	$24.11	$24.11	$24.11		$20.59	$20.59	$20.59`	$20.59
36 months	$27.17	$27.17	$27.17		$27.17		$21.73	$21.73	$21.73
42 mos. (D)	$31.11	$32.20	$33.33	$34.49	(D)	$25.79	$26.69	$27.63	$28.60
48 mos. (C) (H)	$33.58	$34.75	$35.97	$37.23					
54 mos. (B)	$34.42	$35.63	$36.88	$38.17					
60 mos. (A)	$34.81	$36.03	$37.29	$38.59					
66 mos. (G)	$35.31	$36.55	$37.83	$39.15					

B. Tier 2 - Employees Hired On or After July 1, 2017									
Group 1 **Plant Department**					Group 2 **Business Office**				
	07/01/2020	07/01/2021	07/01/2022	07/01/2023		07/01/2020	07/01/2021	07/01/2022	07/01/2023
Start (A)	$15.00	$15.53	$16.07	$16.63	(A)	$15.00	$15.53	$16.07	$16.63
After 1 Year	$18.00	$18.63	$19.28	$19.96		$15.60	$16.15	$16.71	$17.30
2 Year	$18.72	$19.38	$20.05	$20.76		$16.22	$16.79	$17.38	$17.99
3 Year	$19.47	$20.15	$20.86	$21.59		$16.87	$17.46	$18.07	$18.71
4 Year (B)	$20.25	$20.96	$21.69	$22.45	(B)	$17.55	$18.16	$18.80	$19.46
5 Year	$21.06	$21.79	$22.56	$23.35		$18.25	$18.89	$19.55	$20.23
6 Year	$21.90	$22.67	$23.46	$24.28		$18.98	$19.64	$20.33	$21.04
7 Year	$22.78	$23.57	$24.40	$25.25		$19.74	$20.43	$21.14	$21.88
8 Year	$23.69	$24.52	$25.37	$26.26		$20.53	$21.25	$21.99	$22.76
9 Year	$24.63	$25.50	$26.39	$27.31		$21.35	$22.10	$22.87	$23.67
10 Year	$25.62	$26.52	$27.44	$28.40		$22.20	$22.98	$23.79	$24.62

ARTICLE 9
GRIEVANCES

Section 1. A grievance shall be a complaint or controversy presented to the Company by an employee or group of employees, or by an authorized Union representative, with respect to the interpretation or application of any provision of this

Agreement or any complaint by such employee or group of employees, or authorized Union representative, regarding matters relating to rates of pay, hours of work and other conditions of employment which do not involve the interpretation or application of any provision of this Agreement.

Section 2. The Union shall be notified of all grievances. The Company shall negotiate with the Union concerning the disposition of said grievances, except those grievances which the Union may hereafter agree can be adjusted without notice to it or without its participation.

Section 3. When a grievance has been presented by the Union to the Company, representatives of the Company shall not discuss or attempt to adjust the grievance directly with the aggrieved employee or group of employees without the consent of the Union.

Section 4. Grievances shall be reduced to writing and presented to the Company within ***thirty (30)*** ~~twenty (20)~~ calendar days of the event giving rise to the grievance. Grievances shall be taken up initially at the first level of supervision. If a satisfactory settlement is not reached at the first level, the grievance shall then be presented to the General Manager of the Company, or his designee, within ***thirty (30)*** ~~twenty (20)~~ calendar days thereafter. The provisions of this Section shall not prevent either party from discussing a grievance at any level of the grievance procedure in order to settle the grievance. Grievances not so presented within the time limits described above shall be considered waived by the Union.

Section 5. Grievance meetings shall be held promptly upon reasonable request therefor from either party to the other. The place and time of meeting shall be mutually agreed upon, with each party giving due consideration to the convenience of the other.

Section 6. Grievances shall be answered by management within twenty (20) calendar days, at any management level, unless additional time is mutually agreed upon, or unless management needs and requests additional information with which to consider the grievance, in which case the twenty (20) day period begins to run from the date of management's receipt of the requested information.

Section 7. The parties shall keep each other informed in writing of the representatives authorized to negotiate grievances.

Section 8. Authorized Union representatives investigating grievances, as described above, may do so on Company premises. Such investigations must be mutually prearranged with the appropriate supervisor and conducted in an orderly manner.

Section 9. Aggrieved employees and authorized employee Union representatives meeting with the Company in grievance meetings, for the purpose of discussing grievances in an attempt to settle such grievances, shall suffer no loss in regular straight

time pay as a result of time lost from scheduled work. The number of employees who shall suffer no loss of regular pay as set forth herein shall not be more than two (2) at any level of the grievance procedure.

Section 10. Records of grievance meetings may be kept by either party for its own purposes by any device or system suitable to the particular party.

ARTICLE 10
ARBITRATION

Section 1. Arbitration Under the Contract. (a) Disputes, with respect to interpretation and application of the terms of this Agreement, which cannot be satisfactorily adjusted, or grievances which cannot be satisfactorily adjusted, may be referred to arbitration by either party within ***forty-five (45)*** ~~thirty (30)~~ calendar days from the date of Company's answer at the final step of the grievance procedure, pursuant to the provisions of this Article upon written notice to the other party.

(b) All differences arising under this Agreement, which are not settled between the representatives of the Company and the Union, shall be referred at the request of either party to an arbitrator as follows. The parties may mutually agree upon an arbitrator. If agreement is not reached within twenty (20) calendar days following receipt of the notice of arbitration, the party requesting arbitration shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Each party may reject one (1) entire panel and request a new panel. Within twenty (20) calendar days after receipt of the accepted panel from the FMCS, the parties shall conference and strike the panel by alternative strikes until one (1) name is left on the panel. That last remaining name on the panel shall be selected as the arbitrator. Once the arbitrator has been selected, the party requesting arbitration shall have ten (10) days to notify the arbitrator of his/her selection and request available hearing dates.

(c) Each party shall bear the expense of preparing and presenting its own case. The expenses and fees of the selected arbitrator shall be borne equally by the parties hereto.

(d) Any difference that may arise between the parties hereto concerning this Agreement which may be submitted to arbitration, as in Article 10 hereof provided, all interested parties shall be afforded a full opportunity to be heard and shall have the privilege of presenting evidence before such Arbitration Board and either party hereto may be heard either in person or by counsel of their own choosing. Reasonable notice, in no event less than forty-eight (48) hours of all hearings before any Arbitration Board as herein provided, shall be given any interested employee, the Company and the Union.

Section 2. Steps in Arbitration Proceedings The steps in connection with any arbitration shall be taken as expeditiously as possible.

Section 3. The arbitrators shall interpret the contract in accordance with the reserved rights theory of labor contracts whereby all rights not specifically limited by the Agreement are reserved to the Company. The arbitrator shall have no power to change any provisions of this Agreement, to address issues not submitted to him/her by the parties, or to override the discretion of management provided in this Agreement.

ARTICLE 12
SENIORITY

Section 1. "Seniority" means the period of service which a full-time employee has with the Company, unbroken by resignation, discharge or lay-off, except temporary lay-off.

Section 2. Employees laid off have recall rights for the following period of time depending on the employee's length of service at the time of layoff:

Term of Employment	Period of Recall Rights
Less than 2 years	6 months
2 to 5 years	1 year
5 years and over	2 years

Section 3. Upon reemployment following a break in service and following a subsequent five (5) years of continuous service, all previous service with the Company, up to the break in service, shall be bridged and credited to the employee's period of service for seniority purposes.

Section 4. Seniority shall be the determining factor in matters affecting assignment of hours and vacations, transfers, lay-offs and rehiring after layoffs.

Section 5. When vacancies occur, or when new jobs are created within the Bargaining Unit, the Company will post a notice on the bulletin board for a period of ***seven (7)*** ~~ten (10)~~ working days announcing the position open. A copy of the notice shall be furnished to the Union. Employees who desire to be considered for the position shall make written application to the General Manager or his designee on the appropriate forms within the ***seven (7)*** ~~ten (10)~~ working day posting period.

If no bids are received from an employee who has the qualifications to perform the duties of the position within the time limits specified in this Section, the Company shall have the right to hire personnel from outside the bargaining unit at wages not to exceed the top rate of pay for the classification being filled. In the filling of vacancies or new jobs within the bargaining unit, qualifications for the job and abilities being relatively equal, seniority shall prevail. This procedure does not apply to the hiring of part-time or temporary employees or entry-level positions.

Section 6. In making promotions or in filling vacancies, the Company shall give consideration to qualifications and ability. Qualifications and ability being relatively equal, seniority shall prevail.

Section 7. An employee promoted to a new position will be given a maximum of one hundred twenty (120) calendar days to qualify for the position. If the employee does not qualify in that length of time, he or she will be returned to his or her former position and the next most senior qualified employee who bid on the job vacancy will be given the same equal amount of time to qualify. If the second employee does not qualify in that length of time, he or she will be returned to his or her former position. Following this procedure, the Company shall be free to fill the position from outside the bargaining unit.

Section 8. Any employee who is injured while on duty shall, upon recovery, be restored to his or her former position with full seniority, provided such employee is physically able (pursuant to a physician's return-to-work release) and qualified to perform such work. In such cases, other employees below his or her seniority will consent to such demotions and pay reductions as are necessary to make room for such employee.

Section 9. Seniority for bumping rights in case of present job elimination in work group.

(a) Downgrades to jobs will be offered to qualified employees in order of inverse seniority within the affected work group.

Section 10. Promotion Pay. Any employee who is awarded a promotion to a position within the same wage scale group (Group 1 or Group 2), shall receive the appropriate rate of pay based upon their tenure with the Company, but never more than the next higher wage on the progression scale. The appropriate progression steps, if any, shall start with the date of the promotion.

Group 2 employees that receive a promotion to a Group 1 classified position, or vice versa, will receive pay equal to, if possible, or the next wage step higher, if not possible, on the other wage scale. The appropriate progression steps, if any, shall start with the date of the promotion.

Section 11. Temporary Promotion Pay. Any employee temporarily transferred and/or assigned to work in a higher classification for more than two (2) consecutive work days, shall receive the appropriate wage of the new classification for all days worked on consecutive days over and above two (2) days, but never more than the next higher wage on progression schedule. The higher rate of pay shall also apply to any overtime performed on those same days. If the rate of pay is lower in the classification temporarily transferred to than the employee's normal rate of pay, the employee shall suffer no reduction in pay.

Section 12. Introductory Period. All new employees shall serve an introductory period of six (6) months during which time they shall have no seniority rights. During the introductory period, the Company shall be the sole judge of the new employee's ability and shall have the sole right to retain or terminate the employee. Employees who have completed the six (6) month introductory period and are retained by the Company shall be classified as a full time employee. Holiday pay and funeral leave pay are applicable during the introductory period. Sick leave and vacation computation are not applicable during the introductory period, but shall be retroactive to the date of employment once the employee completes the introductory period and is retained by the Company.

ARTICLE 19
TOOLS AND EQUIPMENT

Section 1. In order to better respond to the needs of the Company's customers, and to provide for the safety and security of the Company's property, the Company has sole and exclusive control of the material, tools, equipment and vehicles used by employees.

Section 2. Employees are required to exercise all due care to protect tools and equipment and Company property. Employees may be required to replace items of Company property when lost, stolen or destroyed and in the reasonable judgment of the Company there was negligence on the part of the employee.

Section 3. Employees who work outside the office that elect to use their personal cell phone for Company business will be provided a monthly reimbursement of $25.00.

ARTICLE 20
TELEPHONE SERVICE

The Company will provide free local telephone service and free internet service ***at the base speed available in the Exchange area in which the employee lives*** ~~of 10M speed~~ for each full time employee who lives within the Company's ***MTRT*** service area and where such telephone and/or internet is available after the employee completes his/her Introductory Period. Such service includes non-reoccurring charges such as installation, moves, etc., within the area served by the Company.

ARTICLE 24
401(k) PENSION PLAN

Section 1. The Company shall offer a 401 (k) pension plan to all regular full-time employees upon the first day of the next calendar month following completion of six (6) months of continuous employment.

Section 2. The amount of contribution paid by the employee to qualify shall be minimum of two and one-half percent (2 ½%) based on the employee's total compensation. The amount of contribution paid by the Company shall be based on the employee's total compensation as follows: ~~**July 1, 2017 thru June 30, 2020 –**~~ Twelve and one-half percent (12 ½%).

ARTICLE 27
HEALTH INSURANCE

Section 1. The Company shall continue to offer during the life of this Agreement the NTCA AAA PPO Plan health insurance to all regular full-time employees and their dependents upon the employee's completion of ninety (90) days of continuous employment. Effective January 1, 20***21,*** each current employee may elect, during the open enrollment period during the previous Fall, from the following available NTCA plans: (1) AAA PPO Plan; (2) ***an additional two (2) NTCA plans selected by the Company (following a meeting by the General Manager with the bargaining unit member designated by the Union (an employee of the Company) to allow personal input from the designated bargaining unit member on behalf of the employees covered by this Agreement); and (3) an NTCA High Deductible Health Plan.*** ~~**Platinum PPO Plan; (3) Gold PPO Plan; or (4) A $1000/$2000 Plan. Any employee failing to make an election will be defaulted to the NTCA AAA PPO Plan.**~~

If during the term of this Agreement, NTCA eliminates any of the Plans referenced in Section 1 of this Article, above, or the Plans come within the definition of the "Cadillac Tax" or other such tax plan, the Company will provide written notification thereof to the Union as soon as practicable. Upon written request by the Union, the Company ~~and Union~~ will ~~meet and confer in order to~~ select a ~~mutually~~ agreeable replacement for the remainder of the term of this Agreement.

Section 2. ~~**For the period from the effective date of this Agreement through December 31, 2017, the Company will pay the full premium cost of the insurance currently in effect. Effective January 1, 2018,**~~ **T**he insurance premium costs for any of the Plans referenced in Section 1 of this Article, above, will be paid by the Company up to the following maximum monthly cap for the type of insurance coverage selected:

Tier 1 Employee Only	$ 844.08
Tier 2 Employee & Spouse **or Child(ren)**	$1,684.52
~~Employee & Children~~	~~$1,713.36~~
Tier 3 Employee & Family	$2,351.80

This monthly cap applies regardless of the type of coverage needed/selected, *i.e.*, **Tier 1 E**mployee **O**nly, **Tier 2 E**mployee & **S**pouse **or Child(ren),** ~~employee & children,~~ or **Tier 3 E**mployee & **F**amily. Should the monthly premium for the Plan selected by an employee exceed the monthly maximum cap outlined in this Agreement for that type of coverage, the employee will authorize payroll withholding by the Company for the balance of the payment as needed.

~~On the other hand,~~ **For employees who select a Plan other than the High Deductible Health Plan,** should the monthly premium for the Plan selected by an employee be less than the monthly maximum cap outlined in this Agreement for that type of coverage, the premium savings will be deposited by the Company, on a monthly basis, to a Health Reimbursement Arrangement **(HRA)** in the name of that employee, subject to the maximum caps for ~~Health Reimbursement Arrangements~~ **HRA** allowed by law.

In addition, for employees who elect the High Deductible Health Plan, the employee may be eligible to contribute to a Health Savings Account (HSA), as allowed by applicable law.

Section 3. The Company agrees to pay the premium on the above-mentioned plan in the event an employee is disabled (permanently or partially) for the earlier of a period of three (3) years or until employee:

1. Returns to work at Mark Twain Rural Telephone Company or elsewhere, or

2. Dies, or

3. Is eligible for retirement through the Company's retirement plan at fifty (50) years of age or more, or,

4. Is no longer eligible for disability benefits.

Section 4. The Company shall pay 100% of the costs of an NTCA health insurance plan, as designated by the Company, and as such designated plan may be changed by the **C**ompany from time to time, providing Health Insurance coverage for retired employee and dependents for a period of up to but not exceeding three (3) consecutive years, starting on the date of the employee's retirement, providing the following terms and conditions are met:

a. Employee meets the Rule of 85, whereby years of service and age of employee equal **eighty-five** (85) or greater.
b. Company liability is capped at $6,500 per calendar year.
c. After employee reaches the age of sixty-five (65) the Company will pay premiums on Medicare Supplement policy only.
d. Employee must give Company six (6) months advance written notice of retirement date.

ARTICLE 29
DENTAL INSURANCE

Section 1. The Company shall offer dental insurance to all regular full-time employees and their dependents on the first day of the next calendar month following completion of three (3) months of continuous employment.

Section 2. The dental insurance premium cost **will be paid in full by the Company, and said cost** is **not** included within the insurance premium and maximum monthly cap payment by the Company as referenced/outlined in Article 27, Section 2, above.