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AGREEMENT

THIS AGREEMENT, made and entered into effective this 1st day of October, 2003 by and between HIGHLAND TELEPHONE COOPERATIVE, INC. (hereinafter called the Company), and COMMUNICATIONS WORKERS OF AMERICA (hereinafter called the Union).

ARTICLE 1

RECOGNITION

1. The Company recognizes the Union as the exclusive representative of all employees in the unit in which the Union was certified in N.L.R.B. Case No. 10-RC-8482 (192 NLRB 153), for purposes of collective bargaining in respect to rates of pay, wages, hours of work, and other conditions of employment. The Company will not enter into any contract or agreement with its employees, individually or collectively, which conflicts with this Agreement.

2. Unless otherwise indicated, the term "employee" as used in this Agreement means an employee of the aforesaid unit.

ARTICLE 2

DEDUCTIONS FROM EMPLOYEES WAGES

The Company agrees to supply the Union, on a monthly basis, with a list of all employees in the bargaining unit. This list will indicate the employee's name, seniority date, social security number, weekly base wage, weekly base hours, dues authorized, regular dues deducted, initiation fees, makeup dues, total deductions, and whether or not a properly-executed Dues Deduction Card is on file.

The Company agrees to deduct two and one quarter (2 1/4) hours dues per employee per month, provided a properly executed card is on file. The Company agrees to make deductions from employees wages for CWA-COPE contributions provided a properly executed form is on file and deductions are paid for by Union at a mutually agreed on price per deduction. The Company agrees to deduct from the employee's wage amounts for union Saving and Retirement Trust Fund provided the Company is furnished a properly executed form. The Company agrees to forward these amounts to the Union.

ARTICLE 3

GRIEVANCE PROCEDURE AND ARBITRATION

1. For purposes of this article, a grievance is any complaint of employees or the Union arising from the application or administration of this Agreement or based on a violation or alleged violation of the Agreement by the Company.

2. All such grievances shall be handled under the following procedure:

Step 1: The employee shall present his complaint to his immediate supervisor within ten (10) work days after the occurrence giving rise to the grievance. The employee may be accompanied by the job steward.

Step 2: If the grievance is not adjusted at Step 1, the Union may reduce the grievance to writing and present it to the Company's president or general manager within fifteen (15) work days after receiving the Step 1 answer. Representatives of the Union and the Company shall meet and attempt to settle the grievance. At this step, the Union may be represented by two employees who will be paid for reasonable time necessary or by a staff representative of the Union, or by both.

Step 3: If the dispute is not settled at Step 2, the Union may, within 60 working days after the grievance is submitted in writing at Step 2, refer the grievance to arbitration by giving written notice to the Company of such referral. If the parties cannot agree upon an arbitrator, they shall jointly request the director of the Federal Mediation and Conciliation Service to supply a panel of five names. The Union and then the Company shall alternatively strike names from such list until only one name remains. The person thus remaining shall be requested to hear and determine the dispute.

3. Strict compliance with the procedural requirements and time limits of the foregoing grievance procedure is a condition to the Union's right to take any grievance to arbitration. In the absence of such compliance, the grievance shall be deemed to have been waived and shall not be arbitrable. No arbitrator shall have authority to determine questions of compliance with these procedural requirements and time limits unless such questions are specifically submitted to the arbitrator by agreement of both parties.

4. No arbitrator may make an award of reinstatement or backpay or any other award with respect to any period after the expiration of this Agreement. However, any arbitrator's award made under this contract for reinstatement and backpay may extend beyond the expiration of this Agreement provided a subsequent contiguous agreement has been negotiated which does not contain any contradictory or inconsistent provisions.

5. In the arbitration of any grievance based on the discharge of an employee or other disciplinary action against an employee for participation in any activity described in Article XI, Section 1, hereof, or for an offense listed as proper cause for discharge in Article IX, the arbitrator shall decide whether or not the employee participated in such activity or committed

such offense. If the arbitrator finds that the employee has participated in such activity or committed such offense, he shall not have authority to reduce the discharge penalty or other disciplinary action.

6. The decision and award of the arbitrator shall be final and binding upon the Company, the Union, and the employees involved unless the award conflicts with the provisions of Sections 3, 4, or 5 of this article, in which event the award shall not be binding to the extent that it conflicts with any such provisions.

7. Each party shall be responsible for the expenses of witnesses whom it calls. The fees of the arbitrator and other incidental expenses shall be shared equally by the Company and the Union.

ARTICLE 4

SENIORITY

1. The seniority of an employee shall be measured by the length of the employee's service with the Company since his last date of hire. However, former employees shall be credited with seniority for all previous periods of employment of at least one year upon the completion of five (5) years of continuous service since the most recent date of employment. An employee shall lose his seniority upon the termination of his employment.

2. Each new employee must complete a probationary period of six months before acquiring seniority. During such probationary period he may be discharged for a work-related reason and without recourse to the arbitration procedure under this Agreement. After the completion of such probationary period, the new employee, if retained, shall acquire seniority from the date of his original employment.

3. (a) In cases of layoff, transfer, promotion and recall, the seniority of employees shall be considered along with qualifications and ability to fill the position in question. Where qualifications and ability of two or more employees are substantially equal, seniority shall be the controlling factor. The Company shall determine the comparative qualifications and ability of employees, but any complaint that the Company has acted arbitrarily or is clearly wrong may be submitted to the grievance procedure.

(b) All job vacancies within the bargaining unit shall be adequately posted on Company bulletin boards and shall be subject to bidding from all employees who might desire the vacancies. Employees who transfer to an available position may return within 20 work days of the effective date of the transfer to their prior position at the same rate of pay received prior to the transfer. If an employee vacates a job, Company will allow the employee a two year period from that date to return to that job title, if available, at the same level of pay for that job title at the time of the return.

(c) When the Company has a requirement for work at higher rated job that will last longer than one hundred eighty (180) calendar days, a job vacancy shall be declared and posted as provided in "b" above.

4. The promotion, transfer or assignment of an employee to a job outside the unit covered by this Agreement but in the employ of the Company shall not be considered a break or interruption of his employment, and the employee shall continue to accumulate seniority for the first ten days after such move from the unit. During or at the end of such 10-day period, the employee may return to the unit at his election or at the election of the Company. If he continues in employment outside the unit after the 10-day period, he shall lose his seniority. If such

employee returns to the unit after the 10-day period, his loss of seniority shall not be deemed a break in continuous service for purposes of vacation credit.

5. An employee remaining in a laid-off status for a period of twenty-four months shall lose his seniority and his employment shall be deemed to be terminated.

6. Employees who are laid off shall keep the Company informed in writing of their current addresses. Any employee who is laid off shall be recalled to work by the Company when work is available for him in accordance with the criteria set forth in Section 3 of this Article. The Company shall notify such employee at least five (5) days in advance of the date and hour when he is to report for work. If the layoff continues for two (2) weeks or more, the Company shall notify the employee at least ten (10) work days in advance of such date and hour for reporting. If the employee is notified at least ten (10) work days in advance of such time for reporting, the employee shall, within three (3) regular work days after receiving notice, notify the Company whether or not he will report to work as requested. Any employee who fails to report in accordance with this Section shall lose his seniority. Notice shall be deemed given upon mailing the notice by U.S. mail, postage pre-paid, on the date postmarked.

7. The Company shall maintain a seniority roster and shall make same available to the Union for inspection and copying upon reasonable request.

ARTICLE 5

JURY DUTY PAY

All employees, when summoned for jury duty, will be paid the difference between their regular pay and any amount received for their jury service. This pay will be given only when jury service conflicts with employee's regular working schedule. Any employee who is released from

jury duty by 12:00 noon on a scheduled work day must report to work in order to receive pay for the work hours after noon.

ARTICLE 6

FAMILY DEATH COMPENSATION

Any employee, after six (6) months of continuous service, who suffers a death in his immediate family (mother, father, sister, brother, spouse, son, daughter, grandparents, spouse grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, sons-in-law or daughters-in-law) will be paid for a reasonable number of work days following the death at his regular rate of pay up to a maximum of 24 hours. Death of employee's aunts, uncles, nieces, nephews will be paid a maximum of eight (8) hours regular rate of pay. However, in the sole discretion of the Company, further paid leave time may be granted under this Article.

ARTICLE 7

LEAVE OF ABSENCE

1. A leave of absence without pay will be granted by the Company to any employee for reasonable causes. Such leave will be granted for a maximum period of 90 days, but it may be extended in the Company discretion for one or more additional periods not in excess of 90 days each. Application for such leave must be made in writing, and the Company's approval must be in writing. Employees granted a leave of absence under this section will not have their seniority affected.

2. Any employee elected or appointed as a Union officer or as a delegate to any Union convention or meeting shall be granted leave without pay for a period of not more than thirty days for purposes connected with such office or for attendance at such meeting or

convention. Such leave may be extended at the Company's discretion for one or more additional periods of not more than thirty days each.

3. Any employee who, while on leave under Section 1 or Section 2 of this article, obtains employment with another employer without having obtained prior permission to do so from the Company and the Union shall be subject to discharge.

ARTICLE 8

HEALTH AND SAFETY

The Company will provide sanitary and safe working conditions for all employees by complying with state and federal occupational safety and health laws. Such compliance will include providing employees with any required tools and safety equipment.

ARTICLE 9

DISCHARGE AND DISCIPLINE

1. Employees shall be discharged, suspended or disciplined only for proper cause. Proper cause for discharge without previous warning notice shall include, but is not limited to, drinking of alcoholic beverages or use of narcotics while on duty or on Company property; being in possession of or under the influence of alcoholic beverages or narcotics while on duty or on Company property; theft or other dishonesty; negligence resulting in a serious accident; or refusal to perform assigned work or to follow instructions of a supervisor. For offenses not constituting cause for discharge, the Company may suspend an employee or give him a warning notice. A second offense within twelve months after such suspension or warning notice shall be cause for discharge. Warning notices shall be expunged from an employee's record after thirty-six (36) months from the date of the entry provided the employee has received no other warning notices during that period.

2. In lieu of immediate discharge, the Company may suspend an employee for five work days and make a final determination concerning his discharge within such five-day period. Any complaint concerning a discharge or suspension must be submitted at Step 2 of the Grievance Procedure within five work days after the discharge or suspension.

ARTICLE 10

MANAGEMENT RIGHTS

The Company shall have and retain the right to manage the business, including, but not limited to, the right to control and supervise all operations and direct all working forces, to maintain discipline among employees, to determine and change from time to time the equipment, machinery, methods, processes and working procedures to be used, to hire, promote, assign and demote employees, to increase or decrease the number of employees, to establish new jobs, to abolish or change existing jobs, to lay off employees, to suspend, discipline or discharge employees for proper cause, to contract out work, to expand or curtail its operations, and to close or discontinue its operations or any part thereof. The Company shall not subcontract work for the purpose of discriminatorily laying off employees. In the exercise of these rights, the Company shall not violate any other article of this Agreement. Supervisory personnel will not perform craft work except in an emergency or in connection with training unit workers.

ARTICLE 11

STRIKES AND LOCK-OUTS

1. The Union agrees that neither it nor its members will take part in any strike, picketing, slowdown or other interference with work.

2. The Company agrees not to lock out employees.

3. The Company shall have the right to discharge or otherwise discipline any employee who instigates, gives leadership to, or participates in any activity in violation of Section 1 of this article. This right is not exclusive of any other rights or remedies which the Company may have.

ARTICLE 12

INCLEMENT WEATHER

The Company shall not require employees to work in weather which is either unsafe in the performance of the job or which would be injurious to the health of employees. Such determination shall be made in the discretion of the Company, considering the urgency of the work to be performed.

ARTICLE 13

WORK RULES

A. The Company shall have the right to establish, maintain, and enforce reasonable rules and regulations to assure orderly operations. Such rules and regulations shall not conflict with the provisions of this Agreement. Written rules will be posted, and a copy will be sent to the Union.

B. Employees shall not engage in any activities which promote or assist in the design, sale, repair, construction or installation of communications equipment or system competitive with services provided by the Company.

ARTICLE 14

EXAMINATIONS

As a condition of employment or the continuation of employment, any employee may be required to submit to a physical or mental examination at the Company's expense by a physician

of the employee's choice. The Company shall retain the right to obtain a second opinion from a doctor of the Company's choice.

ARTICLE 15

BULLETIN BOARD

The Company will provide space on its bulletin board for posting by the Union of notices of meetings. No other notices or materials shall be posted by the Union on such bulletin board without prior approval of the Company. A copy of Company rules and available job vacancies will be posted at each work reporting location.

ARTICLE 16

PERSONNEL RECORDS

To the extent that it is necessary for the administration of this contract for the Union to have access to personnel records, such personnel records relevant to the administration of this contract shall be made available by the Cooperative for the inspection of the Union or an employee whenever appropriate arrangements have been made in advance with the Cooperative.

ARTICLE 17

RELIEF AND MEAL PERIODS

1. The Company shall give the employees a 15-minute relief period in the morning and one 15-minute relief period in the afternoon. These relief periods shall be scheduled in the discretion of the Company with an effort to place them as near the midpoint of each morning and each afternoon session as possible.

2. The Company shall provide the office employees with a one-half hour meal period, while the plant department employees shall be given a one-hour lunch period.

ARTICLE 18

HOURS OF WORK

1. The payroll week shall start at 12:01 A.M., Monday and shall end at 12:00 midnight on Sunday.

2. Each employee shall be paid at the rate of one and one-half times his regular rate for all work in excess of eight (8) hours but equal to or less than sixteen (16) hours in a given work day or more than forty (40) hours but equal to or less than seventy-two (72) hours in a given payroll week. Employees shall receive two (2) times their regular rate of pay for all work in excess of sixteen (16) hours in a given work day or in excess of seventy-two (72) hours in a given work week. After sixteen (16) or more hours continuous duty employees shall be afforded, on a voluntary basis, a rest period of not less than four (4) hours. In the event this rest period or any portion of this rest period falls within the employee's regularly scheduled hours of work the employee will be excused but will not be paid for the scheduled hours. Any hours falling outside a regularly scheduled tour will not be paid.

3. The Company will post a schedule showing the assigned work week for each employee.

4. Any employee who reports for work at the beginning of his regular shift without being notified not to report shall be given three (3) hours work or shall be paid for three (3) hours at his regular rate.

5. Should an employee be called into work on a holiday or during a regularly scheduled vacation, such employee shall be entitled to double time for all time worked, which money shall be in addition to his regular pay for the holiday or vacation.

6. For the purpose of computing overtime, holiday, vacation, and sick days shall count as time worked during the week in which they occurred.

ARTICLE 19

BOARD, LODGE AND TRAVEL ALLOWANCE

When plant employees are assigned work away from their regular work area, and are required to remain away from home overnight, the Company shall pay for the employee's reasonable board and lodging expenses directly associated with such assignment. In the event any such employee shall elect to return home at his own expense and on his own time instead of remaining overnight, the Company shall pay him a \$25.00 commuting allowance.

ARTICLE 20

NON-DISCRIMINATION

1. The Company and the Union agree to continue their practice and policy of not discriminating against any employee or prospective employee because of such individual's lawful union activity or inactivity, race, color, religion, sex or national origin with respect to such individual's employment, condition of employment, wages, and working conditions.

2. The Company and the Union agree that neither party will discriminate against a qualified individual with a disability, because of the disability, as defined by the Americans with Disabilities Act of 1990. The Company shall have the right to make accommodations to the extent required by the ADA for the employment of otherwise qualified individuals.

ARTICLE 21

MOVING EXPENSES

When an employee is required by the Company to move from one location to another, the Company shall give the employee reasonable notice of the transfer and shall reimburse the

employee for actual expenses of moving household furnishings. However, as a condition to reimbursement for moving expenses, the employee shall in advance of such move submit an estimate to his superior of the cost of moving such household furnishings so that prior approval by the finance committee of the Board of Directors may be given. After such approval has been received and the move has been made, the employee shall present a receipted bill or other evidence of cost of moving as a further condition to reimbursement for moving expenses.

ARTICLE 22

HOSPITALIZATION INSURANCE, LIFE INSURANCE, SICK PAY,

ACCIDENT BENEFITS AND PENSIONS

The Company will provide an employee pension plan based on 10% contributions by employer with option to retire at age 55 with at least 30 years service.

The Company will provide a Group Hospital Insurance Plan with benefits as follows:

1. Hospital benefits - \$2,000.00
2. Surgical procedures - \$3,000.00
3. Physicians hospital visits - \$25.00
4. Pregnancy benefits to be treated as any other illness.
5. This brings hospital plan relative value payments up to date with

Knoxville area standard charges.

The Company additionally shall obtain dental and vision coverage for employees and dependents. Any such coverage shall be subject to the terms and conditions of the applicable plan.

Group hospital insurance shall be available to retired employees from age 55 to 70. The Company shall pay 100% of the cost of the plan. The plan chosen will be the basic insurance

until age 65 at which time it will become secondary insurance to Medicare until age 70. At age 70, all Highland provided hospitalization insurance will be terminated.

Effective January 1, 1995, the Term Life Insurance Policy amount being paid by the Company will be forty thousand dollars (\$40,000.00) until the employee reaches age 65 or until retirement, whichever is later.

Any employee that suffers an accident on the job while performing his duties that results in a loss of time will be paid his regular rate of pay based on the existing 40-hour week for a period not to exceed twelve (12) months. Any workers' compensation, company's long-term disability or social security payments will be deducted by the Company. The employee shall be required to provide a physician's note every thirty (30) days of such leave establishing that the employee is unable to return to work and providing an estimate of when the employee will be able to return to work. The Company reserves the right, at its discretion, to require the employee to obtain a second opinion as to his physical condition from a physician of the Company's choice and at the Company's expense. At the end of the twelve (12) months, if employee is not able to return to work, the Company's long-term disability insurance will be the compensation payment to the employee. Immediate death or subsequent death in the twelve (12) month period will terminate any weekly payments.

The Company will provide a short term disability plan which pays 60% of an employee's wages beginning with the sixth week of disability until the thirteenth week, when the employee is eligible for long term disability.

Except as limited below, each permanent employee shall be entitled to one and one-half days of compensated sick leave for each month worked. Sick leave may be accumulated toward early retirement, or said sick leave may be paid in lump sum amount at employee's actual

retirement date. In case of employee's death before retirement, accumulated sick leave will be paid to designated beneficiary. Additionally, accumulated sick leave will be paid in a lump sum to an employee upon the termination of employment.

Employees may accumulate up to 120 days of sick leave, which will become their sick leave "cap." Those employees with more than 120 days of accumulated sick leave on October 1, 2000 will be capped at the number accumulated on that date. Any sick leave days accumulated by any employee in excess of the cap for that employee at the end of each calendar year will be paid at 100% of the employee's wage rate in effect as of December 31 of such year.

Each employee may take five (5) days of accumulated leave each year for personal reasons. The personal leave days will not be assessed against sick leave based on the following schedule:

After 5 years of employment	1 day
After 10 years of employment	2 days
After 15 years of employment	3 days
After 20 years of employment	4 days
After 25 years of employment	5 days
After 30 years of employment	6 days

Unused personal days will not be accumulated year to year. Employees will give reasonable advance notice of requested leave for personal reasons.

ARTICLE 23

OVERTIME EQUALIZATION

Insofar as practicable, overtime shall be equalized over a reasonable period of time among employees within a work group at the same work location, engaged in the same type of work, provided the employee is qualified to do the work required.

It is recognized by the parties that proper exceptions may be connecting work, job continuity, special qualifications, etc.

The Company will undertake to maintain records of overtime worked by each employee and overtime offered and refused shall count as overtime worked for the purposes of equalization.

The Company will post on a quarterly basis a roster of accumulated overtime.

ARTICLE 24

HOLIDAYS

Employees who work their scheduled work days immediately before and immediately after the holiday or whose absence on such days is excused by the Company, shall be granted eight hours pay at their regular rate for each of the following holidays:

New Years Day

Good Friday

Memorial Day

Fourth of July

Labor Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

If a day other than the actual holiday is observed by the U.S. Government for any of the holidays shown above, the Company shall have the option of observing either the regular holiday or the day observed by the Government. If any holiday falls on Saturday, Sunday or Monday, the Company shall have the option of giving the employee another adjacent day off or paying an extra day's pay.

ARTICLE 25

VACATIONS

1. Permanent employees of the Company shall be entitled to a paid vacation in accordance with the following schedule:

1 week per year during each of the first two years of service

2 weeks per year during each of the 3rd thru 7th years of service

3 weeks per year during each of the 8th thru 14th years of service

4 weeks per year during each year thereafter.

Years, as used above, shall be calendar years during which the required seniority is attained. The first calendar year of service shall be the year in which the employee completes six months' service.

In no event shall any employee be entitled to more than two (2) weeks vacation at one time without prior approval of the Manager.

2. In the event a legal holiday occurs during an employee's vacation period, the employee shall have another day added to the vacation period or receive an extra day's pay.

Each employee is required to take his or her vacation within the year that said vacation applies. However, in the event the Manager and/or Board of Directors requests or requires that an employee not be absent from his or her duties, then the employee shall be paid for that amount of the vacation due at the end of the year in which the vacation was to have been taken.

3. If any employee desires to receive payment for vacation time prior to leaving on such vacation, it shall be a policy of this Cooperative to make such a payment, not later than the last working day prior to the start of the vacation time, provided such employee makes a written request to the Cooperative for such payment at least one week prior to the time such payment is to be made. This provision applies to vacation time only and not to the payment and advance of regular wages.

4. Selection of vacation periods shall be made based upon seniority within the work group. Such selection based upon seniority shall apply only to the first segment of the vacation in the event the employee chooses to fragment his vacation period rather than take it continuously. Employees may designate vacation to be taken by days rather than by week segments; however, the selection of such week or weeks to be taken by days shall not be governed by seniority but shall be taken in the discretion of the Company.

ARTICLE 26

TELEPHONE SERVICE

All permanent employees with six (6) months seniority or more shall be entitled to local telephone service without cost. The service provided shall be the highest class of service available from the existing facilities of the Cooperative in the area in which the employee lives. Such service shall be available only at the principal residence of the employee. The employee shall be responsible to the Cooperative for all toll or other charges resulting from the use of such

telephone. Retired employees with ten (10) years of service will be entitled to free local telephone service. Long distance telephone calls in case of death in family pertaining to members as listed in Article VI will be paid for by Company not to exceed \$10.00. This pertains to active employees only. If an employee lives in another telephone service area, the employee shall be reimbursed for local phone service up to an amount equal to the Company's charge for such service.

ARTICLE 27

DSL SERVICE

All permanent employees with six (6) months seniority or more shall be entitled to DSL service at no cost. Such service shall be available only at the principal residence of the employee.

ARTICLE 28

WAGES

1. Job Differential

A differential of seventy-five cents per hour will be paid to an employee who is designated to be "in charge" of a work group of two or more employees. Employees temporarily substituting a job having a higher maximum rate of pay for eight (8) hours or more per day shall be paid at the rate as though the employee had been promoted for that period of time.

2. Call Out.

Employees shall be paid a minimum of three (3) hours when called outside regular work hours except plant employees shall be paid a minimum of four (4) hours when call out is between 12:00 midnight and 5:00 A.M.

3. The wages to be paid are set out on Appendix A through K beneath the date January 1, 2003. Effective January 1, 2004 such wages shall be increased by the Cost of Living Index for the twelve (12) months of 2003 plus 3.0%. Effective January 1, 2005 such wages shall be increased by the Cost of Living Index for the twelve (12) months of 2004 plus 3%. Effective January 1, 2006 such wages shall be increased by the Cost of Living Index for the twelve (12) months of 2005 plus 3%. Effective January 1, 2007 such wages shall be increased by the Cost of Living Index for the twelve (12) months of 2006 plus 3%. Effective January 1, 2008 such wages shall be increased by the Cost of Living Index for the twelve (12) months of 2007 plus 3%. Effective January 1, 2009 such wages shall be increased by the Cost of Living Index for the twelve (12) months of 2008 plus 3%. The computation of increase in the Cost of Living shall be based on changes in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor (United States, All Items, 1967 - 100 Base).

ARTICLE 29

SAVINGS CLAUSE

If an article of this Agreement or any portion of an article becomes invalid by reason of a change of law, or is or becomes invalid under an authoritative ruling of a court or administrative agency, the remainder of this Agreement shall continue in full force and effect.

ARTICLE 30

DURATION OF AGREEMENT

This Agreement shall become effective October 1, 2003, and remain in full force and effect for an initial period of sixty (60) months, ending September 30, 2008 except that wages and benefits have been agreed upon through December 31, 2009 and shall be considered self-renewing for yearly periods thereafter, unless notice in writing is given by either party at least

sixty (60) days prior to the expiration date that the party giving notice desires to change, modify or cancel (it being understood that a notice to change/modify shall not be construed as a notice of termination).

It is further agreed and understood that in the event of such change or modification of this agreement, such changes or modifications shall be reduced in writing and signed by the parties.

In the event notice in writing to change or modify this Agreement has been given by either party as aforesaid, and the parties are not able to reach agreement, then either party may cancel the agreement with ten (10) days' written notice.

ARTICLE 31

SUCCESSOR CLAUSE

The employer hereby agrees that the terms and conditions of this Agreement shall be binding upon the parties hereto, their successors or assignors. In the event the operations are sold, conveyed or transferred, such business or operations shall be subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives this ____ day of _____, 2003.

HIGHLAND TELEPHONE COOPERATIVE, INC.

By: _____

COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO

By: _____

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COMMUNICATIONS WORKERS OF AMERICA

AND

HIGHLAND TELEPHONE COOPERATIVE, INC.

**October 1, 2003
thru
September 30, 2008**