

**AGREEMENT**

**between**

**CITIZENS TELECOMMUNICATIONS COMPANY OF CALIFORNIA INC.  
DBA FRONTIER COMMUNICATIONS COMPANY OF CALIFORNIA**



**and**

**LOCAL UNION 1245  
of the  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**



**Affiliated with American Federation of Labor**

**Congress of Industrial Organizations**

**Canadian Labor Congress**

**EFFECTIVE DATE:  
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## TABLE OF CONTENTS

	<b>PAGE</b>
AGREEMENT	1
WITNESSETH	1
ARTICLE 1 - INTRODUCTION	
1.1 - Public Service	1
1.2 - Intention of Agreement	1
1.3 - Equal Employment Opportunity	1
1.4 - Section Titles	1
ARTICLE 2 - RECOGNITION	
2.1 - Recognition	2
2.2 - Union Representatives	2
ARTICLE 3 - UNION SECURITY	
3.1 - Union Membership	2
3.2 - Union Initiation Fee	2
3.3 - New Employees	2
3.4 - Notification	2
3.5 - Union Dues "Check Off"	3
3.6 - Submission of Dues	3
ARTICLE 4 - COMPANY-UNION RELATIONS	
4.1 - Cooperation	3
4.2 - Work Stoppages/Lockouts	3
4.3 - Outside Employment	3
4.4 - Picket Lines	3
4.5 - Union Bulletin Boards	3
4.6 - Union Access to Work Place	3
4.7 - Union Members - Impartial Treatment	4
4.8 - Amendment of Agreement	4
4.9 - New Job Classifications	4
4.10 - Company's Right to Manage	5
4.11 - Agreement Binding on Successors	6
ARTICLE 5 - DESIGNATION OF EMPLOYEES	
5.1 - Designation of Employees	6
5.2 - Regular Employees	6
5.3 - Probationary Employees	6
5.4 - Qualified and Trainee Employees	6
5.5 - Full-Time Employees	7

## TABLE OF CONTENTS

## PAGE

ARTICLE 5 - DESIGNATION OF EMPLOYEES (Cont'd)	
5.6 - Part-Time Employees	7
5.7 - Part-Time Benefits	7
5.8 - Temporary Employees	7
ARTICLE 6 - SENIORITY	
6.1 - Seniority Defined	7
6.2 - Seniority Dispute	8
6.3 - Part-Time Employees	8
6.4 - Loss of Seniority Accrual	8
6.5 - Bridging of Service	8
6.6 - Seniority List	9
ARTICLE 7 - WORK WEEK	
7.1 - Work Week	9
7.2 - Rest Periods	9
7.3 - Meal Periods	9
7.4 - Exchange of Shifts	9
7.5 - Four Day Work Weeks	9
ARTICLE 8 - SELECTION OF SHIFTS	
8.1 - Selection of Shifts	10
8.2 - Shift Changes	11
8.3 - Assigning Work Hours	11
ARTICLE 9 - PAY DAYS	
9.1 - Pay Period	11
ARTICLE 10 - ILLNESS/INJURY	
10.1 - Sick Leave	12
10.2 - State Disability	12
10.3 - Bona Fide Illness/Injury	13
10.4 - Misrepresentation - Sick Leave	13
10.5 - Excessive Absenteeism and Tardiness	13
10.6 - Unused Sick Leave - Buy Back	13
10.7 - Industrial Injury/Illness	14
10.8 - Light Duty Requirement	14
10.9 - Leave of Absence Industrial Injury	14
10.10 - Release from Physician	14
ARTICLE 11 - VACATIONS	
11.1 - Vacation – Ten Days	15

## TABLE OF CONTENTS

	<b>PAGE</b>
11.2 - Vacation – Fifteen Days	15
11.3 - Vacation – Twenty Days	15
<b>ARTICLE 11 - VACATIONS (Cont'd)</b>	
11.4 - Vacation – Twenty-Five Days	15
11.5 - Vacation Pay	15
11.6 - Anniversary Date	15
11.7 - Vacation Eligibility – Posting	15
11.8 - Vacation Preference, Carry Over and Scheduling	15
11.9 - Change of Vacations	16
11.10 - Vacation Paycheck	16
11.11 - Vacation Pay – Or Layoff	16
11.12 - Vacation Time	16
11.13 - Split Vacations	17
11.14 - Vacation - Sick Leave	17
11.15 - Vacation Donation	17
11.16 - Vacation Buy-Back	17
<b>ARTICLE 12 - HOLIDAYS</b>	
12.1 - Holidays	17
12.2 - Holiday – Paid	18
12.3 - Holiday - Non-Paid & Paid Days Off	18
12.4 - Holiday - Night Shift	18
12.5 - Holiday Rotation	18
12.6 - Holiday - Time Worked	18
12.7 - Holidays - Leveling of Earnings	19
12.8 - Holidays and Vacations	19
12.9 - Holidays – Qualifying	19
12.10 - Floating Holidays	19
12.11 - Floating Holiday for Preventative Care	19
<b>ARTICLE 13- OVERTIME PAY</b>	
13.1 - Overtime Work Requirement	20
13.2 - Overtime Pay	20
13.3 - Overtime - Voluntary Change of Shift	20
13.4 - Holiday Pay - Computation of Weekly Overtime	20
13.5 - Overtime - Paid in Money	20
13.6 - Night Shift Overtime Computation	21
13.7 - Sunday and Holiday Overtime Pay	21
13.8 - Distribution of Overtime	21
13.9 - Standby	21
13.10 - Unscheduled Overtime	21
13.11 - Temporary Upgrade	21
13.12 - Paid Meals	21

## TABLE OF CONTENTS

	<b>PAGE</b>
ARTICLE 13- OVERTIME PAY (Cont'd.)	
13.13 - Rest Periods	22
ARTICLE 14 - HEADQUARTERS	
14.1 - Headquarters	23
14.2 - Establishment of Headquarters	23
14.3 - Temporary Transfers	23
14.4 - Travel Time	24
14.5 - Return to Home	24
14.6 - Overnight Trip	24
ARTICLE 15 - JOB BIDDING PROCEDURE	
15.1 - Filling of Vacancies	24
15.2 - Job Vacancies	25
15.3 - Bidding Procedure	25
15.4 - Sequence of Consideration	25
15.5 - Experience on Record	26
15.6 - Entrance Requirements	26
15.7 - Break-In Time	26
15.8 - Right to Withdraw Bid	26
15.9 - Notification of Existing Jobs/Vacancies	26
15.10 - Appointment Due to Urgent Necessity	27
15.11 - Time Limit for Company to Transfer	27
15.12 - Moving Expenses	27
15.13 - Notification of Job Award and Bypass	27
15.14 - Bid Restrictions	28
15.15 - Upgrade for Training	28
ARTICLE 16 - LAYOFF PROCEDURE	
16.1 - General Rules	28
16.2 - Notice of Reduction	29
16.3 - Demotion Into Unit From Outside	29
16.4 - Other Than Lack of Work	29
16.5 - Layoff Allowance	29
ARTICLE 17 - LEAVE OF ABSENCE	
17.1 - Bereavement Leave	30
17.2 - Voting	30
17.3 - Jury Duty	31
17.4 - Union Activities	31

## TABLE OF CONTENTS

	<b>PAGE</b>
ARTICLE 17 - LEAVE OF ABSENCE (Cont'd.)	
17.5 - Leave of Absence	31
17.6 - Code of Conflict	31
17.7 - Witness Pay	32
ARTICLE 18 - EMPLOYEE CONDUCT AND GENERAL RULES	
18.1 - Code of Conduct	32
18.2 - Transportation	32
18.3 - Company Tools	32
18.4 - Bargaining Unit Work	32
18.5 - Travel To/From Training School	33
18.6 - Employee Discounts	33
ARTICLE 19 - APPAREL & APPEARANCE	33
ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE	
20.1 - Statement of Intent	34
20.2 - Grievance Procedure - Step One	34
20.3 - Grievance Procedure - Step Two Local Investigating Committee	35
20.4 - Grievance Procedure - Step Three Review Committee	36
20.5 - Arbitration Procedure	36
20.6 - Individual Dispute Adjustment	36
20.7 - Timeliness	36
ARTICLE 21 - SAFETY	
21.1 - Safety	37
21.2 - Safety Rules	38
21.3 - Personal Protective Equipment (PPE)	38
21.4 - Tool/Vehicle Inspection	38
21.5 - Gloves and Work Boots	38
21.6 - Working Above Ground	38
21.7 - Inclement Weather	38
21.8 - First Aid Training	39
21.9 - Sanitary Conditions	39
ARTICLE 22 - LABOR/MANAGEMENT COMMITTEE	
22.1 - Labor/Management Meetings	39
ARTICLE 23 - WAGE SCHEDULES/JOB TITLES	
23.1 - Wage Schedules	39
23.2 - Assignment of Work – General Principles	41

## TABLE OF CONTENTS

	<b>PAGE</b>
ARTICLE 23 - WAGE SCHEDULES/JOB TITLES (Cont'd.)	
23.3 - Work Assignment Flexibility	41
ARTICLE 24 - EMPLOYEE BENEFIT PROGRAMS	
24.1 - Benefit Plans	41
24.2 - Employee Contributions	42
24.3 - Plan Deductibles	43
24.4 - Retiree Medical Plan	43
24.5 - Long Term Disability Health Plan Benefits	44
24.6 - 401(k) Savings Plan	44
Design Change Summaries	
EPO & PPO Design Changes	46
Kaiser HM Contributions	46
Prescription Program Design Changes	47
ARTICLE 25 - WAGES	
25.1 - General Wage Increase	48
25.2 - Wage Rates	48
25.3 - Explanations	51
25.4 - Certification Differential	51
<b>25.5 - Team Performance Bonus</b>	<b>52</b>
ARTICLE 26 - INCENTIVE COMPENSATION AND SALES ACTIVITIES	53
ARTICLE 27 - TERM OF AGREEMENT	
27.1 - Term	53
27.2 - Termination of Agreement	54
APPENDIX	
Employee Image Policy and Standards	55
Memorandum of Agreement – Service Center Clerks	59
Letter of Intent – Sick Leave Administration	61
Letter of Intent – Pension Plan	62

## **AGREEMENT**

This Agreement entered into this **1st** day of October, **2012** by and between Citizens Telecommunications Company of California, a California corporation d.b.a. Frontier Communications Company of California, hereinafter referred to as "Company," and Local Union 1245, International Brotherhood of Electrical Workers, affiliated with American Federation of Labor-Congress of Industrial Organizations, Canadian Labor Congress hereinafter referred to as "Union". **(amended 10/01/12)**

## **WITNESSETH**

Whereas the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency so that the Company, the Union, and the general public may benefit therefrom, and to establish rates of pay, hours, and other conditions of employment for certain hereinafter designated employees of the Company, therefore, the parties hereto do agree as follows:

### **ARTICLE 1 INTRODUCTION**

#### **1.1 PUBLIC SERVICE**

The Company is engaged in Public Service requiring continuous service, and it is agreed that recognition of such obligations of continuous service during the term of this Agreement is imposed on both the Company and the Union.

#### **1.2 INTENTION OF AGREEMENT (amended 10/1/96)**

Nothing in this Agreement is intended or shall be used to violate or diminish any municipal ordinance, state law or safety standard, or any other legal public requirement, nor is it intended to allow public or personal danger to continue to the detriment of either the general public, the Company, or any employee.

#### **1.3 EQUAL EMPLOYMENT OPPORTUNITY (amended 11/19/08)**

The Union and Company agree to provide all persons equal employment opportunities in accordance with individual job related qualifications without regard to age, color, creed, non-disqualifying physical or mental disability, veteran status as defined by an act of Congress, national origin, sex, or sexual orientation. Equal employment opportunities include recruitment, promotion, transfer, layoff or termination, rates of pay, and selection for training. The Company and Union further understand their obligation to provide reasonable accommodation to otherwise qualified, disabled applicants and employees, in accordance with applicable law.

#### **1.4 SECTION TITLES (added 10/1/99)**

Section Titles in this agreement are for identification purposes only and are not to be used for the purpose of interpreting either the intent or the meaning of the language of any section.



## **ARTICLE 2 RECOGNITION**

### **2.1 RECOGNITION (amended 10/1/99)**

The Company hereby recognizes the Union as the exclusive representative of all employees of the Accounting, Data Processing, Commercial (Call Center), Plant (including Engineering), and Traffic Departments throughout the telephone system (regulated and non-regulated) of the Company, working in classifications specified in Article 23 of this agreement, as certified by the National Labor Relations Board in Case No. 20-RC-2632, for the purpose of collective bargaining with respect to wages, hours of employment, working conditions, and other conditions of employment.

### **2.2 UNION REPRESENTATIVES**

The Company agrees to meet with the properly accredited officers, representatives and committees of the Union on all questions or grievances arising from the application or interpretation of the terms of this Agreement.

## **ARTICLE 3 UNION SECURITY**

### **3.1 UNION MEMBERSHIP (amended 10/1/04)**

Thirty days after being employed, every employee covered by this Agreement shall, as a condition of employment: (1) become a member of the Union, or (2) in the alternative, an employee must tender a registration fee to the Union in such an amount as the Union may prescribe (but in no event to exceed the initiation fee required of Union members), and shall tender, monthly an agency fee as established by the Union in an amount not to exceed the amount of the monthly dues and per capita fees required of members in their base wage rates. Any employee who is or who becomes a member of the Union shall, as a condition of employment, tender to the Union periodic dues uniformly required by the Union as a condition of acquiring or retaining membership.

### **3.2 UNION INITIATION FEE**

The Union agrees to accept new employees into membership at an initiation fee not in excess of that established by its Bylaws.

### **3.3 NEW EMPLOYEES (amended 11/19/08)**

The Company agrees to advise new employees of the existence of this Agreement, and to furnish the new hire with the names, by district, of the local shop stewards. The Union will provide a copy of the collective bargaining Agreement currently in effect to the new hire.

### **3.4 NOTIFICATION**

The Company agrees to notify the Union, between the first (1st) and fifteenth (15th) of each month, of all persons hired within the preceding month.

Such notice shall be made through a listing of name, headquarters, job title, wage rate, and hiring date of each employee hired and this notice shall be mailed to the Union.

### **3.5 UNION DUES "CHECK OFF"**

The Company shall deduct the regular membership dues from the wages of employees covered by this Agreement who are members of the Union and who individually and voluntarily authorize such deductions in writing. The form of such "Check-off" authorization shall be agreed upon by Union and Company.

### **3.6 SUBMISSION OF DUES**

Deductions shall be made from the first paycheck of each month and a check for the total deductions together with a list of employees covered shall be submitted to the Financial Secretary of Local Union 1245, I.B.E.W., on or before the last day of the month.

## **ARTICLE 4 COMPANY-UNION RELATIONS**

### **4.1 COOPERATION**

The Union agrees for its members covered by this Agreement that they shall individually and collectively perform loyal and efficient work and services, that they shall use their influence and best efforts to protect the property of the Company and its services to the public, and that they shall cooperate in promoting and advancing the welfare of the Company and its relations with the public at all times.

### **4.2 WORK STOPPAGES/LOCKOUTS (amended 1/1/93)**

During the term of this Agreement the Union shall not call upon or authorize employees individually or collectively to cease or abstain from the performance of their duties for the Company, and the Company shall not cause any lockout. The Union agrees that in the event of a violation of this Article, it will, in good faith without delay, disavow such violation and exert itself to bring about a quick end to the violation.

### **4.3 OUTSIDE EMPLOYMENT (amended 1/1/93)**

Employees shall not participate in outside employment of a nature which is in direct competition with the activities of the Company or which may interfere with their job with the Company.

### **4.4 PICKET LINES (amended 1/1/93)**

An employee shall not be required to pass through a picket line recognized by this Union. In the event of an emergency, the Union will assist the Company in seeking permission to pass from the Union involved. An employee shall in no case place him/herself in harm's way, as a result of said picket line. Should this occur, the Company may perform such work at its discretion, with other than bargaining unit employees.

### **4.5 UNION BULLETIN BOARD**

The Company agrees to provide the Union with adequate designated bulletin board space for the purpose of posting officially signed Union bulletins.

### **4.6 UNION ACCESS TO WORK PLACE (amended 11/19/08)**

The Business Manager of the Union and the Business Manager's representatives shall have access from time to time to the Company's properties during regular working hours, provided, however, that they first notify the supervisor of their presence and obtain advance

authorization for such access. Such authorization shall not be unreasonably withheld. It is understood that the Business Manager and the Business Manager's representatives will not interfere with employees in the performance of their work. The Union will supply the Company with a list of representatives and furnish them with proper identification cards, which may be required to be shown before admittance is granted to the property.

#### **4.7 UNION MEMBERS - IMPARTIAL TREATMENT**

The Union agrees to act fairly and impartially for all employees for whom it shall be the bargaining agent; and the Company shall not discriminate against any employee for activities in or on behalf of the Union.

#### **4.8 AMENDMENT OF AGREEMENT (amended 11/19/08)**

This Agreement may be amended or supplemented at any time by mutual consent of the Company and Union. Such amendment or supplemental agreement shall be reduced to writing and upon the execution thereof by the Vice - President of Labor Relations of the Company and Business Manager of the Union or their authorized representatives, shall constitute an amendment to this Agreement, as of the date specified in such amendment or supplemental agreement.

Upon execution, any amendment/supplemental agreement having Company-wide application will be posted by either the Company on all Company bulletin boards or the Union on all Union bulletin boards.

#### **4.9 NEW JOB CLASSIFICATIONS (added 11/19/08)**

Whenever the Company determines it appropriate to create a new job classification in the bargaining unit, it shall proceed as follows:

- (a) The Company shall notify the Union in writing of the new job classification and shall furnish a general job description, and a proposed initial compensation package (consisting of any or multiple forms of compensation, but not employee benefits), for the classification.
- (b) The Union shall have the right, within twenty (20) days from the receipt of notice from the Company, to initiate negotiations concerning the initial compensation package.
- (c) If negotiations are not so initiated, the Company may proceed to staff the new job classification and the compensation package provided by the Company shall remain in effect.
- (d) If negotiations are initiated pursuant to paragraph (b), above and agreement is reached between the parties within the twenty (20) days following the Union's receipt of notice from the Company concerning the compensation package, the Company may proceed to staff the new job classification using the agreed upon compensation package.
- (e) If negotiations are initiated pursuant to paragraph (b), above, and if the parties are unable to reach agreement within the twenty (20) days following receipt of notice from the Company, the Union may, within ten (10) days of the expiration of the twenty (20) day negotiation period, request that the issue of an appropriate compensation package be

submitted for resolution to a neutral third party. Within seven (7) days of such demand, each party will submit its final proposed compensation package to the other party, which cannot thereafter be changed. At that time, the Company may then also proceed to staff the new job classification using its proposed compensation package.

**(f) Third Party Review**

1. The neutral third party shall be selected by mutual agreement from among those who possess acknowledged expertise in the area of employee compensation.
2. The parties may submit all evidence deemed relevant to the issue to the neutral third party. At the request of either party, a hearing shall be held to receive such evidence. Any such hearing shall be held within thirty (30) days after the matter is referred to the neutral third party. While it is not intended that the third party undertake a full and complete job evaluation study, the neutral third party shall review other comparable or relevant job classifications and their compensation packages for comparison purposes, and may make an on-site inspection of the workplace and conduct a reasonable number of interviews of incumbents.
3. In determining an appropriate compensation package, the neutral third party must assure that the compensation package permits the Company to be competitive in both its operations and in seeking applicants in the relevant marketplace, and that compensation package will equitably compensate employees who populate the new job classification.
4. A written decision as to the appropriate compensation package, setting forth the rationale for the compensation awarded, will be rendered by the neutral third party within forty-five (45) days of the date that the neutral third party was selected. In the event that the neutral third party determines that a different compensation package than the one established by the Company is appropriate, the new schedule shall be placed in effect retroactive to the date the change or new job was implemented, except that in no event shall the retroactive effect exceed 180 days.
5. The costs of the third party neutral, and any associated administrative costs imposed by a third-party administrator, will be shared equally by the Company and the Union.

**4.10 COMPANY'S RIGHT TO MANAGE (amended 11/19/08)**

The Company shall be free to exercise in every way the customary functions of management, it being understood and agreed that this provision shall include but not be restricted to the following enumeration of "Management Rights: The management of the Company's business and its operations, the direction of the workforce, including the right to hire, assign, suspend, transfer, promote, evaluate, discharge or discipline for just cause, and to maintain discipline and efficiency of its employees and the right to relieve employees from duty because of lack of work or for other legitimate reasons; the right to determine the extent to which the plant shall be operated; the right to introduce new or improved production methods, processes or equipment, the right to decide the number and location of offices, the nature of equipment or machinery, the services to be rendered, the methods and processes of operation, the scheduling of production, the method of training employees, the designing and engineering of facilities, the right to contract and outsource work, and the control of materials and supplies; the right to

eliminate, create, change, or consolidate jobs and operations; the right to sell, lease or otherwise dispose of its buildings, production facilities and/or inventory; the right to determine its financial and business policies; the right to make and enforce work rules and regulations including but not limited to those pertaining to attendance, performance standards and measures, dress code, on the job conduct, safety, etc.; and the right to enact Company policies, rules and regulations, all of which are vested exclusively in the Company, to the extent that they are not in direct conflict with the provisions of this Agreement or the Union's rights under Article 2, Section 2.1.

It is understood and agreed that all the rights, powers or authority the Company had prior to the signing of this Agreement are retained by the Company, except those which are expressly modified or restricted by a specific provision of this Agreement.

#### **4.11 AGREEMENT BINDING ON SUCCESSORS**

This Agreement shall be binding upon the successors and assignees of the Company and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, reorganization or assignment of the Company, or by any change in the legal status ownership or management thereof.

### **ARTICLE 5 DESIGNATION OF EMPLOYEES**

#### **5.1 DESIGNATION OF EMPLOYEES (amended 1/1/93)**

An employee shall be designated as Regular, Probationary, or Temporary and may be either full-time or part-time.

#### **5.2 REGULAR EMPLOYEES**

A Regular Employee is an employee who has successfully completed his/her probationary period.

#### **5.3 PROBATIONARY EMPLOYEE (amended 11/19/08)**

A Probationary Employee is an employee who will become a regular employee provided that he/she successfully completes the probationary period.

Such employee will be hired for an established job title and at a wage rate not less than the minimum rate for said job title. The probationary period will be twelve (12) months. The employee's seniority shall commence upon the date of employment.

During the probationary period, the Company, at its option, may layoff, transfer, or dismiss such employee.

#### **5.4 QUALIFIED AND TRAINEE EMPLOYEES (amended 10/01/12)**

An employee shall be placed in one of the following categories for purposes of determining wage rate placement in a job title under Section 15.5 **and for purposes of providing or receiving guidance/mentoring under Section (b) below**; the definitions in this Section 5.4 shall not be relied on for any other purposes.

- (a) A Qualified employee is an employee who is proficient in his/her duties.

- (b) A Trainee employee is an employee who has not yet become proficient in the job skills of his/her present job title. Trainee positions may be established by the Company as required as long as the number of Trainees does not exceed the number of qualified employees in the same job title within the same Headquarters location (as defined in Article 14). **Effective November 1, 2012 for all employees hired or promoted into a "Trainee" classification (excluding Office Clerk and Customer Service Representative), Trainees will be assigned to work under the guidance/mentoring of a Qualified employee or employees in the same classification as the Trainee for a period as determined by the Company.**
- (c) A Student employee may be used for miscellaneous duties either full-time or part-time during the summer and part-time when school is in session. Student employees shall not be entitled to any of the benefits as noted in this Agreement and shall be treated as probationary employees. A Student employee will be limited to four (4) months employment each calendar year and exempt from the provisions of 3.1 during this period.

#### **5.5 FULL-TIME EMPLOYEE**

Full-time employees are those employees who are regularly scheduled to work forty (40) hours per week.

#### **5.6 PART-TIME EMPLOYEE (amended 1/1/93)**

Part-time employees are those employees who are normally scheduled to work less than thirty-three (33) hours per week. A Part-time employee may be used to relieve a Full-time employee for vacation, sick leave, etc. or may work up to 30 calendar days on special projects per calendar year.

#### **5.7 PART-TIME BENEFITS (amended 10/01/12)**

Part-time employees shall receive pro-rata vacation, sick leave, and holidays based on straight time hours worked. **The only other eligible benefits for part-time employees will be participation in Company Education and Life Long Learning and 401(k) Savings Plan.**

#### **5.8 TEMPORARY "EMPLOYEES" (amended 11/19/08)**

A temporary employee is a person who is employed for a work period, normally not to exceed six (6) months. Such employees shall have no rights or privileges under the terms of this Agreement.

### **ARTICLE 6 SENIORITY**

#### **6.1 SENIORITY DEFINED (amended 1/1/93)**

Seniority is the right accruing to employees through total length of continuous service with the Company. Seniority may not be the same as the employee's date of hire, as seniority may be adjusted in accordance with other provisions of this Agreement including Article 16, Section 16.3.

## **6.2 SENIORITY DISPUTE (amended 10/1/99)**

In the event a dispute arises as to seniority between two (2) or more employees whose seniority, or adjusted seniority date is the same, the employee whose application was first filed with the Company will be deemed to have the greater seniority. If the application dates are the same, seniority order will be determined by a random drawing of names. The local supervisor and Chief Steward will perform the drawing. The results will then be communicated to Human Resources by the local supervisor for administrative purposes.

## **6.3 PART-TIME EMPLOYEES**

Seniority of part-time employees shall be based upon the employees' actual time paid, up to, but not exceeding, forty (40) hours per week.

## **6.4 LOSS OF SENIORITY ACCRUAL (amended 10/01/12)**

A regular employee shall forfeit his/her seniority accrual rights, including progression steps, vacation, sick leave, retirement, and any other accumulative seniority rights upon:

- (1) Retirement,
- (2) Resignation,
- (3) Discharge for cause,
- (4) Time outside of the bargaining unit
- (5) Layoff for more than one (1) year
- (6) Personal leave exceeding a continuous period of thirty (30) calendar days
- (7) Absence for more than a continuous period of six (6) months, except as follows:
  - (a) Union Official. One (1) Company employee will be allowed to serve as a full-time paid (by Union) official and maintain continuous seniority for a maximum of forty-eight (48) months, along with wage progression rights;
  - (b) Induction, enlistment or active duty in the military service of the United States, under any act of Congress which provides for employee re-employment and as provided thereof.
  - (c) Absence by reason of serving in the National Guard or any branch of the military reserves.
  - (d) Employees who were on industrial injury/illness absence as of September 30, 2008; however, should such an employee return to work after September 30, 2008, this exception shall not apply in the event the employee has a subsequent industrial injury/illness absence.
- (8) **In addition to and notwithstanding the foregoing, where an employee is absent from work for any reason other than paid vacation or those listed in (a), (b), (c) or (d) above, for a continuous period of thirty (30) calendar days or longer, no progression or general wage increase shall be payable until the employee returns to active duty.**

## **6.5 BRIDGING OF SERVICE**

An employee who previously worked for the Company and is rehired, shall, after completion of five (5) years of continuous service, have their employment service records bridged for all seniority purposes. At the time of bridging, all employment time with the

Company shall be considered as continuous service. Bridging for Pension purposes shall be as set forth under the provisions of the Pension Plan.

**6.6 SENIORITY LIST (amended 10/1/99)**

The Company shall furnish the Union a list of employees which shows seniority, job title and rates of pay of all employees. Such reports shall be provided with 30 days' notice by the Union.

**ARTICLE 7  
WORK WEEK**

**7.1 WORK WEEK (amended 11/19/08)**

The work week shall begin at 12:01 a.m. Sunday, and end Saturday at 12:00 midnight. The regular work week will consist, subject to business or service requirements, of five (5) consecutive days or nights, each day or night consisting of eight (8) consecutive hours. The current number of employees on night or split shifts shall remain substantially the same, unless business or service requirements change.

**7.2 REST PERIODS**

Two (2) paid fifteen (15) minute rest periods shall be provided and will be inclusive of a regular eight (8) hour shift. Such rest periods shall be taken on Company premises (for those employees who are assigned to work in a Company building) in the first and second half of the shift.

**7.3 MEAL PERIODS**

There shall be an unpaid meal period on each shift and observed on or about the midpoint of the shift. The period shall be no more than sixty (60) minutes.

**7.4 EXCHANGE OF SHIFTS (amended 1/1/93)**

An employee will be permitted, with prior approval of the Company, to exchange shifts. Such exchange of shift shall not cause the employee to work more than forty (40) hours in any one week or cause to create overtime pay for any of the involved employees.

**7.5 FOUR DAY WORK WEEKS (added 11/19/08)**

1. Notwithstanding Section 7.1 of this Article, the Company may establish a four-day work week, composed of four (4) ten (10) hour shifts (not including unpaid meal periods), as a normal 40 hour work week. In such cases, the total number of hours constituting a five-day normal work week will be scheduled over four days of the calendar week, with at least two (2) consecutive days off.
2. When a four-day schedule is in effect, the duration of normal shifts as specified in the Agreement shall be considered to be expanded accordingly in their starting and/or ending times.
3. In administering four-day work weeks, the Company will first offer four-day work weeks to qualified employees on a voluntary basis in seniority order. If there are insufficient



qualified volunteers, four-day work weeks will be subject to shift selection provisions of Article 8.

4. When a four-day schedule is in effect as a normal work week, overtime payments shall be made only for time worked in excess of 40 hours in a week, in excess of 10 hours in a day, or in excess of twelve consecutive hours (see Section 13.2 of Article 13).
5. Pay allowances for absent time (including sick leave) occurring during four-day work weeks will be subject to the conditions specified in this Agreement. Whenever pay treatment is calculated on a daily as opposed to an hourly basis (such as bereavement leave days versus sickness leave), a scheduled day of a four-day work week and a scheduled day of a five-day normal work week will each count as one full day. Otherwise, pay treatment will be handled on an hourly basis.
6. Vacation time (including Floating Holidays under Article 12) will be charged hour for hour based on the number of hours actually scheduled on the shift in question. For example, if an employee takes off one day of a 4-day work week, tens hours of vacation time (1.25 days) will be charged. If an employee takes off an entire 4-day work week, 5 days of vacation time will be charged.
7. For weeks in which an employee has jury duty, and calendar weeks containing the seven (7) Holidays recognized under Article 12, Section 12.1, the Company will revert to a five-day schedule. With management approval, for weeks with Holidays, an employee may stay on a four-day work week, take off the Holiday, and use two hours of Floating Holiday time on the Holiday to cover the 10-hours off. Where the Holiday falls on an employee's non-scheduled day, the employee may, with management approval, schedule another day off and use two hours of Floating Holiday time to cover the 10-hours off.

Except as otherwise provided above, four-day work weeks will be administered in accordance with the applicable provisions of this Agreement.

Note: The parties agree that this New Section replaces the "Compressed Work Schedules" letter agreement dated September 14, 2004, which is terminated.

## **ARTICLE 8 SELECTION OF SHIFTS**

### **8.1 SELECTION OF SHIFTS (amended 11/19/08)**

It is the intent of the parties that employees are allowed to remain on preferential shifts based on their seniority, qualifications, and the needs of the Company. Where qualifications are substantially the same, seniority will be the determining factor, except in situations covered by Article 8.3.

A regular employee shall have the right to select shifts under the following conditions:

- (A) When an employee with shift selection rights based on his or her relative seniority is transferred into a work group, provided the current shift schedule has been in

place for at least 12 weeks; for regular employees bidding or transferring into a new Headquarters location, see Section 8.3;

- (B) When the Company adds, eliminates or changes a shift (work hours/days).

Shift schedules shall be posted at least 7 calendar days prior to the date on which the schedule is to go into effect. Shift selection by employees will occur within that 7 day period.

- (C) When shifts become vacant, but not more than once in a twelve (12) week period.

In the event shifts are not filled by selection, the junior qualified employee shall be assigned to the vacant shift, subject to the needs of the business.

## **8.2 SHIFT CHANGES (amended 11/19/08)**

In the event a regular employee's shift is changed, other than a change in shifts pursuant to Section 8.1 and on less than five days' notice, this employee shall be compensated at the rate of time and one-half for any hours occurring outside of the previously scheduled regular shift hours and days for up to the first five (5) work days with the changed shift, after which the employee will be paid his/her regular wages. With at least five (5) days' notice of a shift change, the employee will continue to be paid at the employee's basic rate for all hours (up to 8) worked in the changed shift. In instances when the shift is changed for the purpose of attending training, this shift change premium shall not apply if the training is one (1) day, or any portion thereof. There shall be no compounding of overtime as a result of this assignment. Such assignment shall be temporary.

## **8.3 ASSIGNING WORK HOURS (amended 11/19/08)**

Notwithstanding the provisions of Section 8.1, the Company may assign at its discretion hours of work and work weeks to trainees wherein they will receive adequate training, probationary employees and employees temporarily assigned to a temporary headquarters. In addition, regular employees bidding or transferring into a new headquarters shall be assigned at the Company's discretion for a period of time not to exceed one (1) full month or until the next schedule change made as set forth in Section 8.1, whichever occurs later.

# **ARTICLE 9 PAY DAYS**

## **9.1 PAY PERIOD (amended 11/19/08)**

Employees shall be paid biweekly. Payment of wages due for the two (2) week period as described in Article 7, Section 7.1, shall be made not later than ten (10) days following the last day of the pay period. All employees' paychecks shall be available at the employees' headquarters no later than quitting time on pay day. However, to the extent permitted by law, the Company may require employees to accept their pay via direct deposit into a U.S. bank account. If a pay day falls on a holiday, the preceding work day shall be the pay day.

**ARTICLE 10  
SICK LEAVE**

**10.1 SICK LEAVE (amended 10/01/12)**

A regular employee with one (1) year or more of continuous service, who is absent as a result of an **illness or injury not covered by Worker’s Compensation**, will be reimbursed for regular straight-time hours lost as follows:

After 1 Year	. . . . .	40 Hours (5 Days)
After 2 Years	. . . . .	80 Hours (10 Days)
Each Subsequent Year	. . . . .	80 Hours (10 Days)

**Physician, dentist and other medical provider appointments are not covered under the Sick Leave Policy provided for herein.**

In order to be eligible for paid sick leave, an employee must have his or her illness or injury medically certified in accordance with the Company’s administrative short term disability requirements. The basic administrative requirements can be found at <http://home.fcinternal.net/hr/default.asp?ID=144> or by calling 800-842-1718. Unused portions of payments allowed in any calendar year shall accumulate from year to year up to a maximum of 720 hours (90 workdays).

**10.2 STATE DISABILITY**

Employees are eligible to receive short term disability pay for 180 days from the start of a short term disability absence. For the first ninety (90) days of this absence, employees must use any available paid sick leave time they have to cover the first five (5) work days of absence (“waiting period”). Employees may choose to use paid sick leave time, as well as unused vacation time and Floating Holidays, to supplement California State Disability Insurance (SDI) for the first ninety (90) days of absence, in accord with the paragraph that follows. Paid sick leave time, and unused vacation time, and Floating Holidays are not available to supplement California State Disability Insurance (SDI) after the first ninety (90) days of absence.

After the five (5) day waiting period, for employees who have available and choose to use sick leave hours, unused vacation time, and/or Floating Holidays, the Company shall provide compensation for all hours of absence in accordance with this Article less any amount due the employee in accordance with California State Disability Insurance (SDI). **Employees must promptly apply for SDI and immediately notify the designated company administrative representative when they receive confirmation of SDI benefits. Upon request, the Company will provide guidance to employees regarding the SDI application process. The employee then shall, upon receipt of SDI benefits, reimburse the Company to the extent the Company has paid the amount received as SDI benefits. Upon Company receipt of such reimbursement, the Company shall reinstate sick leave hours to the employees’ sick leave balance equivalent to such reimbursement, and shall reinstate any vacation time or Floating Holiday hours to the employees’ vacation or Floating Holiday allotment balance equivalent to such reimbursement; the Company will notify the affected employee of the time that has been reinstated. Any employee who fails to reimburse the Company within three (3) months after receiving any payment from SDI for which reimbursement is required under this Section will be subject**

**to disciplinary action, up to and including dismissal from employment. The Company must notify an employee in writing of his or her obligations under this Section and the potential consequences for not meeting them at least thirty (30) calendar days before taking such disciplinary action.**

### **10.3 BONA FIDE ILLNESS/INJURIES**

The below payments are for bona fide **Workers Compensation covered illnesses/injuries** and/or visits to or by a physician, dentist, or state-licensed medical provider (wherein a physician or dentist is not available) **associated with such Workers Compensation illnesses/injuries.** Such qualified employee must certify in writing on a Company document that he/she is qualified for such payment for straight-time wages lost, noting specific illness and/or attending physician, dentist or state-licensed medical provider.

An employee who schedules a non-emergency **Workers Compensation** doctor's visit during work hours who has a satisfactory history of attendance and absenteeism, will be granted a reasonable amount of time off for medical appointments **associated with the treatment of such Workers Compensation related illnesses/injuries.**

An employee who has scheduled a non-emergency **Workers Compensation** doctor's visit during working hours and is under performance warning for excessive absenteeism or tardiness is required to:

- (1) Utilize **intermittent time off/intermittent time paid** (ITO/ITP) to make up time missed. Such time shall be made up during the same workweek and is to be pre-scheduled at the discretion of management.
- (2) Notify his/her supervisor at least two weeks in advance of the appointment, where possible, and make appropriate arrangements with the supervisor to cover the work.

### **10.4 MISREPRESENTATION - SICK LEAVE**

The Company, having just cause to believe an employee misrepresents him/herself as having a bona fide illness/injury and/or falsifies **any associated** Company document, may discharge **the** employee and **any** sick leave paid shall be reimbursed to the Company and all accumulated sick leave will be forfeited.

### **10.5 EXCESSIVE ABSENTEEISM AND TARDINESS**

An employee who is absent and/or tardy on five (5) or more occasions in a 24 month rolling period shall be subject to **pre-disciplinary** Company absenteeism and/or tardiness counseling. When it has been determined, after counseling, an employee has been excessively absent and/or tardy from work and continues to demonstrate excessive absenteeism and/or tardiness, the employee shall be subject to disciplinary action up to and including discharge. It is understood that preventative care (e.g., annual physical, dental, vision, **FMLA-approved absence (regardless of when approved),** and Worker's Compensation are not counted as occasions for disciplinary purposes.

### **10.6 UNUSED SICK LEAVE - BUY BACK**

Upon retirement, voluntary termination of employment, or lay off, the Company will buy back unused sick leave at a ratio of **30%** of any unused sick leave.

## **10.7 WORKERS COMPENSATION-COVERED INJURY/ILLNESS**

A regular employee who is off work as a result of **a Workers Compensation-covered** injury/illness shall be paid in addition to their Workers' Compensation payments, a sum that makes up the difference between said Worker's Compensation payments and eighty percent (80%) of the employee's contract day rate of pay. In no event shall this provision entitle an employee to a combined (Workers' Compensation payment plus Article 10.08 supplement) payment that exceeds eighty percent (80%) of their regular base rate of pay. This supplemental pay shall cease once the employee has:

- (a) Returned to work;
- (b) Been paid a maximum of six (6) months; or
- (c) Had his/her injury/illness rated permanent and stationary by a physician.

**Any employee, who receives an overpayment as a result of the payment of the supplement and the subsequent receipt of Workers Compensation, and fails to reimburse the Company with in three (3) months after receiving notice of the overpayment, will be subject to disciplinary action up to and including dismissal from employment. The Company must notify an employee in writing of his or her obligations under this Section and the potential consequences for not meeting them at least thirty (30) calendar days before taking such disciplinary action.**

## **10.8 LIGHT DUTY REQUIREMENT**

Light duty is available at the discretion of management and will be reviewed as needed. An employee who is off work as a result of an injury/illness may be returned to work and given temporary light duty within the employee's ability to perform as determined by a physician. By definition, light duty work is a temporary assignment, **and normally these assignments will last no longer than thirty (30) calendar days.** Any such light duty work shall be compensated at the rate of pay for the employee's regular classification (such temporary light duty shall not be used to circumvent the seniority provisions of this Agreement).

## **10.9 LEAVE OF ABSENCE WORKERS COMPENSATION COVERED INJURY**

An employee who, as a result of an industrial injury, has been unable to return to his/her job title for a period of twelve (12) months from when the associated absence began, may have his or her employment terminated by the Company. Prior to the expiration of that 12 month period, such an employee may apply for an unpaid leave of absence from the Company for an additional period of up to six (6) months. If a leave is approved and the employee is then unable to return to his or her job title by the end of such approved unpaid leave of absence, the Company shall make a reasonable effort to place the employee in a vacant job title that, in the Company's judgment, the employee is qualified to fill and is capable of handling. In the event there is no such vacancy, the employee's employment shall be terminated.

While on a leave of absence under this Section, an employee may not exercise any bidding rights under Article 15 or bumping rights under Article 16 unless and until the employee has been released to return to work.

## **10.10 RELEASE FROM PHYSICIAN**

An employee who is absent from work due to illness/injury (**whether or not Workers Compensation-covered**) may be required to provide the Company with a release from a

physician stating the employee is physically capable to perform his/her job duties prior to returning to work.

## **ARTICLE 11 VACATIONS**

### **11.1 VACATION - TEN DAYS**

All regular employees covered by this Agreement shall, after completing one (1) year of continuous service, be entitled to 80 hours of vacation with pay.

### **11.2 VACATION - FIFTEEN DAYS**

All regular employees covered by this Agreement shall, after completing seven (7) years of continuous service, be entitled to 120 hours of vacation with pay.

### **11.3 VACATION - TWENTY DAYS**

All regular employees covered by this Agreement shall, after completing fifteen (15) years of continuous service be entitled to 160 hours of vacation with pay.

### **11.4 VACATION - TWENTY FIVE DAYS**

All regular employees covered by this Agreement shall, after completing twenty-five (25) years of continuous service be entitled to 200 hours of vacation with pay.

### **11.5 VACATION PAY**

Vacation pay will be computed at the employee's basic rate of pay.

### **11.6 ANNIVERSARY DATE (amended 1/1/93)**

Employees are eligible for vacation on January 1 of each year.

### **11.7 VACATION ELIGIBILITY – POSTING (amended 11/19/08)**

By November 30 of each year the Company shall post department vacation eligibility and restrictions to meet service requirements on Company bulletin boards. If unforeseen service requirements arise, the Company will discuss such service requirements with the Union and cancel vacation schedules following a thirty (30) calendar day notice to employees.

Should it become necessary for an employee to cancel his vacation at the Company's request under this section, the Company will reimburse the employee for any verifiable, non-refundable charges that are lost due to such action, of which the employee advised the Company of prior to any cancellation. The employee will be allowed to reschedule his **or her** vacation during the calendar year in which it was canceled or during the next calendar year.

### **11.8 VACATION PREFERENCE, CARRY OVER AND SCHEDULING (amended 10/01/12)**

By December 31 of each year all regular employees who are eligible for vacation that year shall make their vacation preference based on Company seniority and departmental service requirements. This preference will be noted on the official Company vacation schedule.

After December 31 any employee who has failed to make his/her vacation preference known shall not displace a junior employee who has scheduled his/her vacation and shall have his/her vacation scheduled at the Company's discretion.

The approved official vacation schedule will be posted on the Company bulletin board by January 15 of each year.

An employee shall take his/her vacation as scheduled and noted above, unless otherwise authorized by the Company.

Vacation shall be scheduled Monday through Friday, with Saturdays and Sundays off. The week preceding the days off may be re-scheduled to accommodate the employee at no penalty to the Company.

An employee **may request** to carry over **and schedule** his/her vacation for the purpose of a **major and non-recurring** pre-planned event (such as an extended vacation to Europe, or the Far East, overseas adoption, or other event of great family or personal importance); however, **such requests must be made prior to December 31. When carry over is approved, it must be taken when scheduled. Approved carry-over requests will take precedence over selections made during the regular vacation scheduling process, but will constitute the employee's first round selection for purposes of the regular vacation scheduling process.**

#### **11.9 CHANGE OF VACATIONS (amended 11/19/08)**

An employee's vacation period will not be changed for the Company's convenience except for extreme emergency; if this occurs, the Company will reimburse the employee for any verifiable, non-refundable charges that are lost due to such action, of which the employee advised the Company of prior to any cancellation. The employee will be allowed to reschedule his vacation during the calendar year in which it was canceled or during the next calendar year.

#### **11.10 VACATION PAYCHECK**

Upon written request of the employee, any paycheck which will be due during vacation period shall be delivered on the last working day preceding the vacation, providing such requests are made not less than two (2) weeks prior to the first day of vacation.

#### **11.11 VACATION PAY - OR LAYOFF (amended 1/1/93)**

A regular employee leaving the employ of the Company, or being laid off, shall at the time receive pay for accrued vacation time in accordance with their length of service on a pro-rata basis for the current year, provided that employees voluntarily leaving the employ of the Company shall have given the Company at least two (2) weeks' notice of their intention to resign. Any unearned vacation which has been paid to an employee will be deducted from the employee's final check.

#### **11.12 VACATION TIME (amended 11/19/08)**

Vacation time shall be taken consecutively unless a different division of the vacation time is agreed upon between the Company and the employee at the time the vacation is scheduled. By prior arrangement with the Company, an employee entitled to ten days of vacation shall be allowed the use of one (1) weeks' vacation (five [5] work days), an employee entitled to fifteen

or more days of vacation shall be allowed the use of two (2) weeks' vacation (ten [10] work days) in increments of one (1) day or more, except where prohibited by service requirements.

### **11.13 SPLIT VACATIONS**

Employees taking split vacations shall make their first selection of vacation periods based on seniority, successive selections shall also be based on seniority, but only in competition with others taking split vacations.

Vacations may not be taken in less than eight (8) hour increments.

### **11.14 VACATION-SICK LEAVE (amended 11/19/08)**

The Company shall not require an employee to take his/her vacation in lieu of sick leave.

### **11.15 VACATION DONATION (Added 11/19/08)**

For a critical or catastrophic personal or family emergency, the Company may at its discretion permit employees to donate their unused vacation, in no less than one-day increments, to a co-worker, subject to limits on individual and collective donations that will be set by the Company on a case-by-case basis.

### **11.16 VACATION BUY-BACK (added 10/01/12)**

**Employees who are entitled to three (3) or more weeks vacation under this Article may, with supervisory approval, receive straight time pay, in a full week increment only, in lieu of taking one (1) full week of vacation during the vacation year.**

## **ARTICLE 12 HOLIDAYS/FLOATING HOLIDAYS**

### **12.1 HOLIDAYS (amended 10/01/12)**

A regular employee and probationary employees upon completion of the first six (6) months of their probationary period (who shall be treated as regular employees solely for the purposes of Sections 12.1, 12.2, 12.6 and 12.9 of this Article 12) shall be entitled to observe the following seven (7) holidays:

New Year's Day (January 1)  
Memorial Day (Last Monday in May)  
Independence Day (Fourth of July)  
Labor Day (1st Monday in September)  
Thanksgiving Day (4th Thursday in November)  
Friday after Thanksgiving  
Christmas Day (December 25th)

Authorized holidays falling on Sunday shall be observed on the following Monday and holiday practices shall apply in all respects the same as for holidays which fall on Monday; the Sunday shall be considered the same as any other Sunday.

Should a holiday occur on an employee's non-work day, the employee shall observe such holiday on the employee's next scheduled work day.



Any authorized holiday falling on Saturday shall be observed on the preceding day (Friday), and holiday practices shall apply in all respects the same as for holidays which fall on Friday; the Saturday shall be considered the same as any other Saturday.

A regular employee who is regularly scheduled to work on a holiday, which falls on a Saturday or Sunday may elect, service requirements permitting, to reschedule their work week to Monday through Friday. The rescheduling will be the week preceding the holiday if the holiday falls on Saturday or the week succeeding if the holiday falls on Sunday. Such selections shall be in accordance with the seniority provisions of this Agreement.

#### **12.2 HOLIDAY – PAID (amended 11/19/08)**

A regular employee shall receive up to eight (8) hours straight time pay, for **observed** holidays, whether or not they perform work, except as provided in Sections 12.3 and 12.9 hereof, and in addition thereto, they shall be paid:

- (a) For all time worked on the holiday at one and one-half (1 1/2) times their respective straight time rate, and
- (b) A minimum of four (4) hours pay at one and one-half (1 1/2) times their respective straight time rate, when employees are scheduled to work on a holiday.  
**The Company shall endeavor to keep work scheduled on holidays to a minimum.**

#### **12.3 HOLIDAY - NON-PAID & PAID DAYS OFF**

An employee on a leave of absence or non-paid sick leave shall not receive pay for holidays. For employees drawing supplemental pay for disability, whether industrial or non-industrial, holidays shall be paid only when required to provide a five (5) day week.

#### **12.4 HOLIDAY - NIGHT SHIFT (amended 11/19/08)**

Employees who regularly work night shifts will be paid the holiday allowance for all hours worked if any portion of their scheduled shift ends on the holiday.

#### **12.5 HOLIDAY ROTATION (amended 11/19/08)**

Holiday work shall be assigned first to qualified volunteers with the lowest number of total overtime hours accumulated (worked/declined). If there is an insufficient number of volunteers, employees in the affected work group will be assigned based on their total number of overtime hours worked (declined hours will not be included), starting with the employee with the least amount of overtime worked. Thanksgiving and the Friday after Thanksgiving will be observed as a single holiday for the purpose of shift selection.

#### **12.6 HOLIDAY - TIME WORKED**

Time worked after 7:00 p.m. on Christmas Eve (December 24) and New Year's Eve (December 31) shall be paid for at one and one-half (1 1/2) times the regular employee's straight time rate, provided that time worked on any night shift beginning on December 24th, or on December 31st, and ending on the holiday, shall be paid for as holiday time worked (i.e., no compounding of overtime).

## 12.7 HOLIDAYS - LEVELING OF EARNINGS

Employees who work on a holiday shall not be scheduled an additional day off during the week for the purpose of leveling off total earnings.

## 12.8 HOLIDAYS AND VACATION

If a holiday falls on an employee's vacation, the employee will be entitled to an additional day of vacation.

## 12.9 HOLIDAYS - QUALIFYING

A regular employee shall not receive holiday pay if said employee fails to report for scheduled work on the holiday, or fails to report for scheduled work on the day immediately preceding and the day immediately following the holiday, unless such absence is permitted or excused by the Company (i.e., regularly scheduled day off, or the day paid under the terms of the Collective Bargaining Agreement).

## 12.10 FLOATING HOLIDAYS (amended 10/01/12)

**Paid Days Off** - A regular employee shall be entitled to six (6) floating holidays off. These days may be taken at the employee's option during the calendar year. The employee must have approval of the Company prior to taking time off under this Section. Days must be taken in eight (8) hour increments. Up to **four (4)** Floating Holidays may be taken in one hour increments. No reason is required to obtain such time off. **Floating Holidays may not be carried over to a subsequent calendar year and any Floating Holidays that are not used by an employee before the end of each calendar year shall be forfeited.** Newly hired employees will earn Floating Holidays upon completion of the first six (6) months of their probationary period in accordance with the following schedule:

<u>Complete 1<sup>st</sup> 6 mos. of Probation</u>	<u>Floating Holidays</u>
January 1 to March 31	6
April 1 to June 30	4
July 1 to August 31	2
September 1 to December 31	0

## 12.11 FLOATING HOLIDAYS FOR PREVENTATIVE CARE (amended 10/01/12)

**To promote a healthy life style, employees are encouraged to utilize preventative care (annual physical, dental, vision) as outlined below. Floating Holidays covered under Article 12.10 may be used for employees desiring paid time for office visits. The number of appointments which will be considered as preventative are as follows:**

<u>Medical:</u>	<u>Under age 40</u>	<u>1 visit</u>
	<u>Age 40 or over</u>	<u>2 visits</u>
<u>Dental:</u>		<u>2 visits</u>
<u>Vision:</u>		<u>1 visit</u>

## **ARTICLE 13 OVERTIME PAY**

### **13.1 OVERTIME WORK REQUIREMENT (amended 11/19/08)**

An employee will not be required to work more than ten (10) hours of overtime in a work week, and one unscheduled work day per month, except in the case of service emergency, as defined below. Time worked voluntarily shall count towards these limits. An employee may consent to work overtime beyond the limits stated. Assignments of overtime shall be in accordance with Article 13.8.

A “service emergency” is an event of national importance, fire, explosion, or other catastrophe, severe weather conditions, major cable and equipment failures, an act of God, or long term service difficulties.

### **13.2 OVERTIME PAY**

An employee who does work overtime shall be paid as follows:

- (a) Time and one-half will be paid for all time worked, to the next higher one-tenth (1/10) of an hour, outside of the regular scheduled workday or regular scheduled work week, except as provided herein. There shall be no compounding of overtime in any case.
- (b) An employee working Sunday shifts shall be paid time and one-half, except as provided herein.
- (c) Double time shall be paid for all time worked as follows:
  - (1) In excess of twelve (12) consecutive hours and continuing until released from work, excluding travel time and meal time at the end of such period.
  - (2) On the seventh (7th) consecutive day, provided time worked on the sixth (6th) day is in excess of two (2) hours, excluding meal time.

### **13.3 OVERTIME - VOLUNTARY CHANGE OF SHIFT (amended 10/01/12)**

The provisions of Section 13.2 shall not apply if such time worked outside of the scheduled work week is worked at the request of an employee who had taken time off for personal reasons on a scheduled workday during the same calendar week, or who bids or voluntarily accepts a change of shift that results in an employee having less than two (2) days off between scheduled work weeks, in which case the overtime rate shall apply after completion of forty (40) hours in a work week. Except in those occasions where the Company mandates the junior employee to fill the vacant shift, the Company shall not incur any additional overtime payments under the circumstances described in this Section 13.3.

### **13.4 HOLIDAY PAY - COMPUTATION OF WEEKLY OVERTIME**

Paid holiday time within an employee's scheduled work week, whether worked or not, shall be used in computation of weekly overtime.

### **13.5 OVERTIME - PAID IN MONEY**

All overtime shall be paid for in money and no employee will be required to take time off for overtime worked.

### **13.6 NIGHT SHIFT OVERTIME COMPUTATION**

In the case of all-night shifts, the Sunday shift shall be considered as starting on Saturdays and ending Sunday morning.

### **13.7 SUNDAY AND HOLIDAY OVERTIME PAY**

In references to overtime, Sunday, and holidays, payments are based on the employee's straight time rate of pay.

### **13.8 DISTRIBUTION OF OVERTIME**

The Company will endeavor to distribute overtime work as evenly as possible among the employees within job titles and headquarters, based on hours worked/declined.

### **13.9 STANDBY (amended 10/01/12)**

Employees may be required to standby outside of their regular hours during the work week and will be compensated at the rate of \$50.00 per 24 hour period. Standby pay will be paid in addition to the appropriate overtime rate of pay. An employee will not be required to standby more than seven consecutive days, nor more than two weekends in a rolling four (4) week period.

The Company may, at its sole discretion, provide a Company vehicle for the employee on standby. In assigning standby, the Company will first ask for volunteers, if there are no volunteers, then the Company will assign the qualified employee with the lowest overtime hours worked. The overtime caps set forth in Section 13.1 do not apply when an employee is on standby.

### **13.10 UNSCHEDULED OVERTIME (amended 11/19/08)**

When called for unscheduled overtime outside of the regularly scheduled working hours, employees shall be paid at the overtime rate for all hours worked and for travel time in connection therewith. The minimum time, including travel time, for which overtime shall be paid under the provisions of this Section, shall be two (2) hours at the overtime rate (travel time up to one-half [1/2] hour each way to and from home shall be considered as time worked to the next higher one-tenth [1/10] hour). Concurrent calls without a break in work time shall be considered as a single call.

### **13.11 TEMPORARY UPGRADE (amended 11/19/08)**

An employee who is temporarily assigned to work in a job title for one (1) hour or more shall be paid at the same step of the higher wage level for the entire period of the assignment computed to the next higher one-tenth (1/10) hour. The minimum increase will be fifty cents (50¢) per hour, provided however that no employee will receive more than the maximum rate of pay for the job title they are upgraded to. If an employee is temporarily assigned to perform work of a lower wage level, the employee's rate of pay shall not be changed. This provision shall not apply in work assignments governed by Article 23, Section 23.3.

### **13.12 PAID MEALS (amended 10/01/12)**

(a) Time spent by an employee, at the direction of the Company, in traveling from one job assignment to another job assignment or from one reporting center to another reporting center in a Company vehicle shall be considered as work time, except for the time consumed by regular meal periods.

(b) When an employee works beyond his or her scheduled quitting time, the employee shall be reimbursed by the Company for a meal at reasonable expense (not to exceed the meal allowance maximums set forth below) if he or she works two (2) hours or more beyond his or her scheduled quitting time, and for each four (4) hour interval worked thereafter. The meal will be on paid time provided the employee returns to work after the meal.

(c) When an employee begins work two (2) or more hours before his or her scheduled starting time, the employee shall be reimbursed by the Company for a meal at reasonable expense (not to exceed the meal allowance maximums set forth below). The meal will be on paid time provided the employee returns to work after the meal.

(d) If an employee consumes the meal while remaining on the job at the Company's request (in which case the Company may supply the meal), the time needed to consume the meal while on the job shall be considered work time. The meal will be appropriate for the time of day it is being eaten (for example, a dinner-style meal as the evening meal).

(e) If the meal is consumed after the work is completed, the meal must be taken on the employee's own time and within a reasonable period of time from when the work was completed.

(f) Company Procurement cards should be used for all meal charges whenever possible, and itemized meal expense receipts must be supplied regardless of the method used to pay for a meal.

Maximum Meal Allowance Reimbursement

1. 12:01 a.m. – 4:00 p.m.	\$10.00
2. 4:01 p.m. – 12:00 a.m.	\$20.00

(g) On call-out assignments, an employee shall be entitled to the meal allowance reimbursement (or to a Company-supplied meal) as provided for above if the employee works longer than four (4) hours, and for each four (4) hour interval worked thereafter.

**(h) The meal reimbursement is in all cases intended to be used for a single meal for the employee only to be eaten within a reasonable period of time from when the work was performed. This reimbursement is not intended for the purchase of more food than an individual employee will consume in connection with the work assignment. In no event is this allowance to be used for the general purchase of groceries beyond the parameters set forth above.**

**(i) Effective January 1, 2013, an employee who is entitled to, but does not, request a meal reimbursement under the above provisions will receive an "in lieu of" payment of \$12.00.**

### 13.13 REST PERIODS

- (a) An employee who is required to work for a period of eight (8) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of such employee's regular work hours on a regular scheduled work day shall be entitled to a rest period of eight (8) consecutive hours upon completion of such overtime work, except that any meal time due upon completion of such overtime period shall be included in the computation of the eight (8) hour rest period.

- (b) If such eight (8) hour rest period, in whole or in any part, overlaps the employee's regular work hours on a regular scheduled work day the employee will receive pay at the straight time rate for the extent of the overlap.
- (c) An employee entitled to a rest period, as provided herein, may nevertheless be required to continue working or may be recalled to work during such rest period, in which event the employee's pay shall be continued at the same rate of pay, either one and one-half (1 1/2 ) or two (2) times the regular straight time rate, whichever is applicable, and shall continue until the employee has been released from work for a period of eight (8) hours, except that in the case of recall no pay shall be received for time not worked, nor shall such non-work time be used in computing eligibility for double time as set forth heretofore.

## **ARTICLE 14 HEADQUARTERS**

### **14.1 HEADQUARTERS (amended 11/19/08)**

A regular employee shall be assigned a regular Headquarters where he/she shall report each day/night he/she is required to work, unless so otherwise assigned in accordance herein.

### **14.2 ESTABLISHMENT OF HEADQUARTERS (amended 11/19/08)**

At the prerogative of the Company, regular Headquarters will be established or eliminated as needed. At such time as changes may occur, the Company will notify the Union of the changes.

Effective with the Agreement ratified in 2008, the Company established the following Headquarters ("HQ") locations:

- a) HQ 1: Alturas
- b) HQ 2: Susanville
- c) HQ 3: Chester
- d) HQ 4: Burney
- e) HQ 5: Palo Cedro
- f) HQ 6: Ferndale
- g) HQ 7: Elk Grove
- h) HQ 8: Rio Vista

### **14.3 TEMPORARY TRANSFERS (amended 11/19/08)**

A regular employee may be temporarily transferred out of his/her Headquarters for the purpose of the needs of the Company. The Company shall endeavor to assign such work on a voluntary basis. In the event there are no qualified volunteers and the needs of the Company permit it, the qualified employee with the least amount of seniority shall be assigned.

While assigned away from his/her regular Headquarters for other than an overnight trip within the meaning of Section 14.6, an employee will be paid time and one-half for all travel time, outside of regular work hours, to and from their regular Headquarters to the temporary work location.

#### **14.4 TRAVEL TIME (amended 11/19/08)**

While assigned out of his/her regular Headquarters, an employee will be paid time and one-half for all travel time to and/or from temporary residence beyond thirty (30) minutes of travel time each way.

#### **14.5 RETURN TO HOME**

A regular employee who is on a temporary assignment shall be allowed to return home every three (3) weeks, at Company expense. An employee attending a school of a long duration (four (4) or more weeks) or cross-country location may be excluded from this provision.

#### **14.6 OVERNIGHT TRIP (amended 10/01/12)**

An employee who is assigned away from his/her regular Headquarters on an overnight(s) trip shall be paid as follows:

- (1) On the first day of the assignment, the employee will be paid **\$30.00** for meals with the Company to furnish lodging and transportation. On the last day of the assignment, the employee will be paid **\$30.00** for meals with the Company to furnish transportation. All other days will be paid at **\$50.00** per day, which includes meals, tips, laundry, or any other personal costs, with lodging and transportation paid for by the Company. Any meals provided by the Company will be deducted from those amounts at the maximum rates per meal specified in Article 13.12. In no event will more than 75% of the appropriate per diem be deducted.
- (2) When an employee elects to commute on his/her own time to/from their temporary Headquarters, he/she will be paid **\$30.00** per day.
- (3) When an employee, at a temporary Headquarters, elects to return home for non-work days, he/she will be paid **twenty-five** dollars (**\$25**) per day. Travel will not be on Company time.
- (4) **Where a Company ProCard will not be used to cover an expense, and subject to time constraints, the above payments will be made in an employee's pay before the trip.**

### **ARTICLE 15 JOB BIDDING PROCEDURE**

#### **15.1 FILLING OF VACANCIES (amended 11/19/08)**

In order to fill vacancies within the bargaining unit, the Company may hire a new employee, consider and select among existing employees, or both, subject to the parameters set forth below. The Company affirms that its general goal is to make promotions from within its existing workforce. Job openings will be posted electronically.

In filling vacancies within each job title, the following shall apply:

For every two (2) consecutive job vacancies in a job title, the Company will award one (1) out of those two (2) positions to an internal bidder.

In all cases, employees' rights of recall shall have priority when filling vacancies, as set forth in Section 15.4, and when such employees accept recall, they shall not be counted as a job awarded to a qualified internal bidder for purposes of the "one (1) out of two (2)" parameters set forth above.

In the event of transfer or promotion, the following shall be considered. Lateral transfers within a job title to a new Headquarters will be in accordance with seniority.

- (1) Seniority, as a tie-breaker
- (2) Knowledge, experience, job performance, training, ability, skills, efficiency, and physical ability.

Note: so long as an employee is subject to Company absenteeism and/or tardiness counseling under Section 10.5 of this Agreement, he or she is ineligible for a transfer or promotion.

When qualifications as outlined above are equal, Seniority (one (1)) shall prevail.

## **15.2 JOB VACANCIES (amended 1/1/93)**

All job vacancies within the Company shall be open for bid by all regular employees.

## **15.3 BIDDING PROCEDURE (amended 11/19/08)**

A regular employee may submit electronically or by U. S. Mail or Company mail, on a form provided by the Company, a bid on any posted job vacancy within the Company for which they desire consideration. Bids must be received in the Human Resources Department (and if mailed, be postmarked) within ten (10) days from the date of the posting.

## **15.4 SEQUENCE OF CONSIDERATION (amended 11/19/08)**

Whenever a vacancy occurs in a job title that the Company intends to fill, the Company will post the vacant job electronically and/or on all Company Bulletin Boards at reporting Headquarters. In awarding bids, the sequence of consideration shall be as follows, provided that the Company may also fill vacancies through new hires as set forth in Section 15.1 when there are no employees with recall rights.

**Employees with Recall Rights**: Before considering bids or new hires, first preference shall be given to laid-off employees with a right of recall (those still accruing seniority in accordance with Article 6.4(5)) in order of their seniority; however, employees must possess job qualifications. In recall from layoff to the same job title and/or Headquarters seniority shall be the determining factor. In no case, however, will such employee be entitled to preference in a job title higher than the highest job title he/she has held with the Company.

### **Other Employees**

All bids shall be considered on the basis of Section 15.1 and minimum qualifications in the following sequence:

(A) Bids submitted by an employee who has --

- (1) bumped to a lower position under Article 16 to remain employed, or



- (2) laterally transferred to a different job and/or Headquarters under Article 16 to remain employed, or
- (3) been released to return to work from an industrial injury leave of absence (see Article 10.10)

to enable him or her to regain his or her original job title and/or Headquarters.

(B) Bids submitted by an employee to obtain --

- (1) a new Headquarters, or
- (2) to change his or her job title within the same wage level, or
- (3) to change his or her job title to a higher job title or
- (4) to change from current job title and wage schedule to the top rate of the next lower wage level in which the vacancy exists.

(C) Bids submitted by any other employee within the Company which constitutes a change in job title or a new Headquarters.

#### **15.5 EXPERIENCE ON RECORD (amended 11/19/08)**

- (A) A successful bidder who enters the vacancy as a qualified employee as per Section 5.4(a) shall be paid the top wage rate on the wage schedule of the job title into which the employee is being placed.
- (B) A successful bidder who enters the vacancy and is not a qualified employee shall be designated a Trainee as per Section 5.4(b) and paid at the wage step commensurate with the employee's experience on record. The Company is not required to provide a minimum increase of \$.50 per hour to employee's who successfully bid a position.

#### **15.6 ENTRANCE REQUIREMENTS**

In all job titles having entrance requirements, such requirements must be met prior to the awarding of the job.

#### **15.7 BREAK-IN TIME**

When an employee is transferred or bids into any position in which the employee has no previous experience, said employee shall be given a period of time to break in, not to exceed six (6) months, with adequate instructions by a qualified person. If at any time during this break-in period the employee is deemed to be unable to qualify in the new job title, the provisions of Section 16.4 shall apply.

#### **15.8 RIGHT TO WITHDRAW BID (amended 11/19/08)**

An employee who bids a job shall have the right to withdraw his or her bid within two (2) full working days after being notified that such employee is the successful bidder.

#### **15.9 NOTIFICATION OF EXISTING JOBS/VACANCIES (amended 11/19/08)**

- (A) A list of all existing Headquarters and job titles shall be electronically posted at all times.

- (B) The Company shall notify all employees by electronic posting whenever it establishes a new regular Headquarters and/or new job title at an existing Headquarters.
- (C) An employee eligible to be re-engaged under the provisions of Article 15.4 (A) may contact the Company Human Resources Department (HR Focal Point) to request a current list of posted vacancies.
- (D) All notices of vacancies or job offers made to a laid-off employee shall be sent in writing through registered delivery, copy to the Union. The employee shall notify the Company of his/her intent within three (3) workdays of receipt of said letter and be on the job within ten (10) workdays of receipt of Company's letter. Failure to meet these deadlines shall cause the employee to forfeit recall rights and seniority rights shall cease.

**15.10 APPOINTMENT DUE TO URGENT NECESSITY (amended 11/19/08)**

Notwithstanding anything contained in this Agreement, the Company, by agreement with Union, may transfer into a job vacancy any employee who requests said transfer for reasons of urgent necessity, such as impairment to the employee's health or that of a member of said employee's family, provided, however, that a transfer shall not be made into a job title which has a higher rate than that of the job title held by the employee requesting the transfer.

Any employee requesting a transfer under the provisions of this Section shall file a transfer request, in writing, to the Human Resource Department, together with substantiating material (letters from doctors, etc.).

**15.11 TIME LIMIT FOR COMPANY TO TRANSFER (amended 11/19/08)**

When an employee is the successful bidder on a job, such employee shall be transferred into that job within a period of up to forty-five (45) days.

**15.12 MOVING EXPENSES (amended 11/19/08)**

The Company shall not be required to pay moving expenses except as follows:

- (A) The Company has requested the employee to move; it will pay actual moving cost provided the cost was approved in advance.
- (B) The Company has erred in awarding a job. In such instance, the Company shall reimburse the employee actual moving costs incurred in moving to the new Headquarters location and for relocation to the former Headquarters location provided the relocation costs are approved in advance.

The Company shall, upon employee's request, grant reasonable time off, without pay, to move to the new location.

**15.13 NOTIFICATION OF JOB AWARD AND BYPASS (amended 11/19/08)**

When a job is awarded, the award will be posted electronically, and at the Company's discretion, may be posted on bulletin boards at all reporting Headquarters. A copy of all job awards and Reasons for Bypass will be forwarded in writing to the Union and the Local Shop Steward(s) and the employees affected.

#### **15.14 BID RESTRICTIONS (amended 11/19/08)**

An employee who is awarded and accepts a bid, must remain in the new job for a minimum period of one (1) year before he/she is eligible to bid again. The foregoing one (1) year limitation shall not apply to part-time employees bidding on a full-time vacancy in the employee's current job title and Headquarters, or employees bidding on a newly established job title under the provisions of Section 4.9 and 15.9. New hire employees shall be restricted the same as a successful bidder.

#### **15.15 UPGRADE FOR TRAINING (amended 10/1/99)**

The Company may upgrade for purposes of training the senior untrained employee, in accordance with the seniority and bidding provisions of this Agreement, in the next lower job title/wage schedule to a higher job title/wage schedule, providing he/she meets all entrance requirements for the higher job title/wage schedule. Such training may consist of assigning the employee to work with another employee in the higher job title/wage schedule, as workload permits.

### **ARTICLE 16 LAYOFF PROCEDURE**

#### **16.1 GENERAL RULES (amended 11/19/08)**

Before commencing a layoff of employees, the Company will give the Union at least fourteen (14) calendar days' advance notice, which notice will identify the job classification(s) and Headquarters in which a layoff is planned, the expected numbers of employees to be laid off, and the projected timetable and process for implementing the layoff. During that fourteen (14) day period, the Company will discuss the situation with the Union, and consider in good faith any input offered by the Union regarding the situation. Thereafter, the layoff shall be governed solely by the terms of this Article and the Company's actions to implement those terms. There shall be no requirement for the Company to further discuss or bargain over the decision in question or its effects.

Where a surplus exists in a job classification within a given Headquarters, employees in the affected classification and Headquarters will be laid off in inverse order of seniority. However, before laying off any regular employee in the affected classification and Headquarters, any probationary or temporary employee in the affected job classification and Headquarters will be laid off without regard to seniority.

When a reduction is announced, the junior individual(s) within the affected job title and Headquarters will have options (1), (2), and (3), in that order:

#### **Bumping (amended 10/01/12)**

For purposes of the following provisions on bumping, Headquarters shall be grouped into Clusters, as follows:

Cluster # 1: Alturas (HQ 1), Susanville (HQ 2), Chester (HQ 3), **Burney (HQ 4) and Palo Cedro (HQ 5)**

Cluster # **2**: Ferndale (HQ 6)

Cluster # 3: Elk Grove (HQ 7) and Rio Vista (HQ 8)

- (1) Lateral Bump: bump the least senior employee on the same wage schedule and in the same Cluster as the employee to be laid off, or bump the least senior employee on the same wage schedule Company-wide, provided the employee has sufficient qualifications to perform the job into which he or she is bumping without additional training.
- (2) Downgrade Bump: if the employee cannot bump under (1), bump the least senior employee in a classification on a lower paid wage schedule who is in the same Cluster as the employee to be laid off, provided the employee has sufficient qualifications to perform the job into which he or she is bumping without additional training.
- (3) If the employee cannot bump under (1) or (2), to maintain employment, he/she may bump, qualifications being sufficient, the least senior employee in a lower wage schedule within the Company.
- (4) If options (1), (2), or (3) above are not exercised or cannot be exercised, the employee would be placed on lay-off status.
- (5) Under no circumstances, may an employee bump up. It will further be assumed that all employees above Wage Schedule B have sufficient qualifications for entry-level positions (that is, Office Clerk and Service Center Clerk).

**16.2 NOTICE OF REDUCTION (amended 11/19/08)**

Upon receiving notice of reduction of forces, each affected regular employee shall, within five (5) working days (unless more time can be allowed) notify the Company as to such employee's preference.

**16.3 DEMOTION INTO UNIT FROM OUTSIDE**

A bargaining unit employee who is permanently transferred to a management position shall retain his/her bargaining unit seniority. In the event his/her job is curtailed, he/she may, at the option of the Company, be entitled to exercise the regular curtailment procedure herein above set forth.

**16.4 OTHER THAN LACK OF WORK**

An employee who is demoted for reasons other than for lack of work may be placed in a job title he/she is qualified to fill by agreement between Company and Union, provided it is a job title having a pay rate the same or lower than the job title from which the employee is being demoted.

**16.5 LAYOFF ALLOWANCE (amended 10/01/12)**

A regular employee laid-off for lack of work shall be paid an allowance. The amount is determined by the employee's seniority and hourly wage at the time of layoff as follows:

Full Months of Service

Layoff Pay

**Under 36 Months**  
**36 Months to 72 Months**  
**73 Months to 120 Months**  
**121 Months and Thereafter**

None  
5/12 **Work Days** per **Full Month of Service\***  
**40 Work Days**  
**50 Work Days**

\* (8 hours x basic hourly rate) x (five) divided by (12) x months of service

The allowance pay shall be in addition to any vacation allowance or other wages due the employee, in accordance with the provisions of this Agreement, at the time of lay-off.

If the employee who has received an allowance is re-engaged and again laid-off and again qualified for an allowance, the employee's time of employment shall include only the period of continuous employment since the date last re-engaged.

If an employee who has received an allowance is re-engaged and the number of weeks since the effective date of leaving is less than the number of weeks pay upon which the layoff allowance was based, exclusive of any allowance in lieu of vacation, the amount paid to the employee for the excess number of weeks shall be considered as an advance to the employee by the Company and repayment shall be made each payroll period through payroll deductions at the rate of ten percent (10%) of the basic wage rate until the amount is fully paid.

A regular employee shall be given two (2) weeks' notice or two (2) weeks' pay before being laid-off, except in cases of discharge for just cause.

**ARTICLE 17**  
**LEAVE OF ABSENCE**

**17.1 BEREAVEMENT LEAVE (amended 10/01/12)**

Any employee who is absent due to a death in the employee's immediate family shall be excused, without loss of pay, for a reasonable time, not to exceed three (3) work days in order to make arrangements for and attend the funeral **or for other purposes directly related to the death and coincident with the funeral**. "Immediate family" means the employee's father, mother, son, daughter, brother, sister, husband, wife, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, step-mother, step-father, step-children, domestic partner and other relatives who live with, as a part of, the employee's immediate family. In circumstances of the death of an individual not specified or where more time off is requested, an employee may be provided excused time off, **with or** without loss of pay, at the discretion of the Company.

**Compensated time off pursuant to the provisions of this Section will be considered as time worked for all purposes.**

**17.2 VOTING (amended 10/01/12)**

Employees who are registered and entitled to vote at a general election (state or national election) shall, on the day of such election and on the day of the preceding primary election (if any), be permitted to absent themselves from work for a sufficient time to vote, not to exceed two (2) consecutive hours, in accordance with the election code of the State of California, between the time of the opening and closing of the polls.

**Compensated time off pursuant to the provisions of this Section will be considered as time worked for all purposes.**

### **17.3 JURY DUTY (amended 10/01/12)**

Any employee who may be called for jury duty shall be permitted to be absent without deduction in pay for all time spent while on jury duty. Any employee scheduled for an all night tour of duty, who is called for jury service, shall be relieved from that schedule with no loss of pay, and shall be treated the same as if on a regular day tour. Jury Duty pay will not be deducted from employee's pay.

**Compensated time off pursuant to the provisions of this Section will be considered as time worked for all purposes.**

### **17.4 UNION ACTIVITIES (amended 10/01/12)**

The Company, at request of Union, will grant an employee time off for Union activities, with proper notification, and if such time off will not inconvenience the operations of the Company. Such employee shall be carried on the Company's payroll and shall be paid by Company; however, Union shall be billed for the cost caused by these employees being away from their regular assigned jobs. Except by Company Agreement, the number of employees granted time off for Union activities at any one time shall not exceed seven (7).

A regular employee appointed or elected to office in the Union which requires all of the employee's time shall be granted a Union Leave of Absence, upon application, for a period not in excess of four (4) years, and shall continue to accrue Company seniority during such absence, for wage progression and job assignment purposes only. Such Union leave may be extended by Company agreement. Not more than one (1) employee will be granted such Union leave at any one time.

**Compensated time off pursuant to the provisions of this Section will ~~not~~ be considered as time worked for purposes of computing overtime.**

### **17.5 LEAVE OF ABSENCE**

A leave of absence may be granted to a regular employee who requests same. Such a leave shall not exceed six (6) months. In the event of a request for leave due to the birth of, adoption of or receiving for foster care a child or for the serious illness of a spouse, parent, child, relative who is a dependent of the employee, or the employee, subject to the terms of this Article, the employee will be entitled to leave for up to 12 weeks in a twelve month period. This time shall run concurrently with any other approved leave. Except for a medical leave of absence, due to the employee's illness/disability, an employee must use all earned vacation prior to taking a leave of absence.

All requests for leaves of absence shall be submitted in writing to the Human Resource Department stating the reason for such request. Such approvals will note in writing the conditions of such leave. Any leave granted in accordance with this provision shall also be subject to the then current provisions of the Family and Medical Leave Act of 1993.

### **17.6 CODE OF CONFLICT**

Employees will not work for another employer or engage in other employment during leave of absence, other than Union employment as provided for herein. Such employment will cause the discharge of said employee.

**17.7 WITNESS PAY (amended 10/01/12)**

- (A) If an employee becomes a witness to a crime and is subsequently subpoenaed to be a witness during his regularly scheduled hours, he will be compensated by the Company for the time off required in connection with the subpoena.
- (B) The employee must notify the Company as soon as possible to make necessary changes in work assignments. If the employee is excused from court attendance, he/she must return to work during his/her regularly scheduled hours.
- (C) Employees who are subpoenaed to appear as witnesses in a civil proceeding will not be compensated by the Company.
- (D) Compensated time off pursuant to the provisions of this **Section** will be considered as time worked for all purposes.

**ARTICLE 18  
EMPLOYEE CONDUCT AND GENERAL RULES**

**18.1 CODE OF CONDUCT**

Employees will adhere to the Company Standard Code of Conduct, Company policies, rules and regulations, which will be reasonably and uniformly applied, and will conduct themselves in a personable manner, working harmoniously with fellow employees and the public, and dress in a manner that presents a positive and productive image.

**18.2 TRANSPORTATION**

Transportation will be furnished from headquarters to job, job to job, and job to headquarters, except as otherwise provided in this Agreement. Employees who are, or may be, required to operate a Company vehicle shall possess a valid California driver's license. In cases involving specialized driver licenses the Company will pay all fees incurred during the process of acquiring and maintaining said license.

**18.3 COMPANY TOOLS (amended 10/01/12)**

The Company agrees to furnish all necessary tools and other devices, including cellular phones, necessary to maintain the standard of service required by the Company. The Company further agrees to maintain such items in good working condition. Employees will take all proper precautions in the performance of such employees work and all necessary security against theft or loss of Company tools and property, as provided by the Company. The Company will furnish the employee with his initial set of tools; thereafter, the employee will be responsible for having the hand tools necessary to do his job. The Company will replace all worn out or broken tools and will provide a safe place for storage.

**18.4 BARGAINING UNIT WORK (amended 11/19/08)**

Work normally done by the employees covered hereunder shall not be performed by supervisory employees of the Company, except in cases of emergency, if qualified employees covered by this Agreement are not available for such work.

Supervisors may perform bargaining unit work on a limited basis to refresh their knowledge of the trade, or for purposes of training an employee, but not as a substitute for a bargaining unit employee.

Nothing in this Agreement shall be construed to limit the Company in the employment of contract labor as, at the discretion of the Company may become necessary for the proper construction, installation, removal and maintenance of communications facilities or equipment owned, serviced, and operated by the Company for the rendition of proper and adequate communication service to the public. However, the Company shall not enter into any contractual arrangement for the installation and/or current maintenance of such in-service communications facilities or equipment if, as a direct result thereof, it would become necessary to layoff, reduce to part-time, or reduce the rate of pay of an employee who customarily and regularly performs the work to be performed under the contractual arrangement. The Company also agrees that it will not engage contract help to perform predominantly maintenance work that is ordinarily and customarily performed by its regular employees for a period of more than six (6) consecutive months. However, the Company and the Union may agree to extend the six (6) month period.

#### **18.5 TRAVEL TO/FROM TRAINING SCHOOL (amended 10/01/12)**

Employees traveling to and from training schools paid for by the Company will travel either during non-work hours paid for at the employee's **applicable** rate of pay or during regular working hours on the last regular work day preceding the first day of said training school. At its option, the Company may provide transportation facilities in lieu of paying transportation expenses. This paid travel time to or from school will not be used in the computation of overtime.

#### **18.6 EMPLOYEE DISCOUNTS (amended 10/01/12)**

**The Company will provide employees with discounted telecommunications services and, if available, High Speed Internet or other services, in accord with the its existing policies on providing employees with discounts on Company services, as those policies may be amended from time to time by the Company at its discretion.**

**Employee Discount** benefits are only available to employees living within the Frontier service areas.

### **ARTICLE 19 APPAREL & APPEARANCE (amended 10/01/12)**

19.1 At the Company's option, employees may be issued uniforms. A minimum of seven (7) shirts and seven (7) pants will be issued; there will be an option for 100% cotton shirts and pants. Shirts will be labeled with "IBEW 1245" on the **upper** sleeve. The Company will issue replacement uniforms or pieces thereof as it sees the need to do so. If issued to a particular job classification or classifications, uniforms must be worn by all employees in the affected job classification(s).

19.2 Uniforms shall be worn so as to have a consistent appearance throughout the workforce and may not be altered in any way by employees.



19.3 Employees will be provided with a weekly allowance of \$7 for uniforms provided by the Company. The Company may, at its option, assume responsibility for having uniforms laundered, in which case no weekly laundry allowance will be paid. Where all or part of a uniform is lost or damaged due to an employee's negligence, the employee will be responsible for the cost of replacement.

19.4 The Company's current uniform policy and dress code (as of 9/30/2008) appears in the Appendix to this Agreement.

## **ARTICLE 20 GRIEVANCE AND ARBITRATION PROCEDURE**

### **20.1 STATEMENT OF INTENT (amended 11/19/08)**

Should differences arise between the Union and the Company regarding the interpretation or application of any of the terms of the Agreement, or because of the discharge, demotion, or discipline of any employee covered by this Agreement, such differences shall be processed on the grievance form attached hereto and made a part hereof this agreement (see Exhibit A) according to the following procedure. This section shall not preclude the Business Manager or the Business Manager's authorized representative from initiating a grievance involving any violation of the terms of this Agreement or its application under the provisions of Section 20.4; the initiation of a grievance at Step Three shall generally be limited to grievances involving a discharge, the application of a Company policy or procedure that an immediate supervisor or General Manager has no authority to change, or to grievances involving an issue whose resolution would have a significant impact on the administration of this Agreement throughout the bargaining unit as a whole. The resolution of a timely grievance at any of the steps provided herein shall be final and binding on the Company, Union, and grievant. Both the Company and Union strongly encourage aggrieved employees to first attempt to resolve the issue informally with their local management.

### **20.2 GRIEVANCE PROCEDURE - STEP ONE (amended 11/19/08)**

A grievance shall be presented in written form by the aggrieved employee and/or a Union Shop Steward to the aggrieved employee's immediate supervisor within thirty (30) calendar days after the date the employee became aware, or should have become aware, he/she was aggrieved. The supervisor shall have seven (7) calendar days to respond in writing on the grievance form pursuant to the issue(s) raised in the grievance. Any settlement or adjustment of a grievance by the immediate supervisor at Step One shall be binding only for the particular grievance and shall not constitute precedent for any purpose. Such settlements shall not be used in any legal or arbitration proceeding except in connection with a claim that the settlement has been violated.

Within thirty (30) calendar days after the date the Company became aware, or should have become aware, it was aggrieved, Company grievances may be initiated in writing at Step Three, and shall be subject to arbitration under section 20.5 if the matter being grieved involves a difference of opinion between the Company and the Union concerning the interpretation or application of the terms or provisions of this Agreement. However, in any situation involving an alleged violation of Article 4, Section 4.2, the Company need not file a grievance or exhaust the grievance and/or arbitration procedures concerning an alleged violation of Article 4, Section 4.2, before seeking judicial relief. Applicable time limits in this Article shall apply to Company-initiated grievances.

### **20.3 GRIEVANCE PROCEDURE - STEP TWO - Local Investigating Committee (amended 11/19/08)**

In the event that the grievance is not settled by the procedures of Step One, the Union's Chief Steward and/or Business Representative, or other authorized Union representative, shall not later than thirty (30) calendar days after the completion of Step One present the General Manager, with the grievance in written form, with a copy to the Company's Human Resources Director, setting forth the following:

- (a) A detailed statement of the grievance and the facts upon which it is based,
- (b) The Section(s) of the Agreement claimed to have been violated.
- (c) The remedy or correction desired.

Upon receipt of said written grievance the parties shall establish a Local Investigating Committee. The Local Investigating Committee will be composed of the General Manager, the Human Resources Director, the Business Representative, and the Chief Local Shop Steward.

- (1) The General Manager and the Business Representative will arrange for meetings of the Committee.
- (2) The Committee shall meet as soon as reasonably possible and shall make a full and complete investigation of all of the factors pertinent to the grievance. If necessary to gain all of the information required to resolve the grievance, the Committee may hold investigative interviews with other persons involved in the dispute. Except for good cause to the contrary, the grievant shall be permitted to be present during these interviews. The grievant will not be a party to the disposition of the grievance, nor is the grievant's concurrence required for the Committee to reach a settlement of the grievance. Grievant, however, does have the right to point out the existence of other facts or witnesses favorable to grievant's case.
- (3) Within thirty (30) calendar days following the filing of a grievance, the Local Investigating Committee shall prepare a report of its findings, which shall include: (i) a mutually agreed to brief narration of all the events and factors involved in the dispute; and (ii) the Committee's mutually agreed to findings with respect thereto. If the Committee has reached an agreeable disposition of the grievance, the report shall also contain a statement to that effect and the reasons therefore.

If the grievance is not resolved in thirty (30) calendar days following its being timely filed, the grievance shall be automatically referred to Step Three of the Grievance Procedure.

The referral shall include a summary of the reasons why the Local Investigating Committee could not resolve the grievance.

#### **20.4 GRIEVANCE PROCEDURE - STEP THREE - Review Committee (amended 10/01/12)**

A Review Committee composed of the Union's Business Representative and Assistant Business Manager, the Company's Human Resources Director, and General Manager shall meet within thirty (30) calendar days and attempt to settle the grievance. The Chairman of the Committee (appointed by the Company) shall maintain an agenda of the current cases referred to the Committee. If there are cases pending on the agenda, the Committee shall meet at least once each calendar month, **at a mutually agreeable date and time**, unless the Chairman and the Secretary (appointed by the Union) agree to waive such meeting. If the grievance is resolved by the Review Committee, the Committee shall issue a "Memorandum of Disposition" (copies to each member of the Committee, the grievant, and such others as the Committee determines).

#### **20.5 ARBITRATION PROCEDURE**

All differences of opinion that may arise between the Company and the Union concerning the interpretation or application of the terms or provisions of this Agreement, which have been processed and have not been satisfactorily settled through this grievance procedure within sixty (60) calendar days after the completion of Step Three, shall be submitted to arbitration in the manner and form hereafter provided.

- (a) Upon request by either party to the other for arbitration, the parties hereto shall within thirty (30) calendar days, appoint an arbitrator. The arbitrator shall schedule the arbitration hearing as soon as practical following referral.
- (b) In the event that the Union and the Company cannot agree upon the neutral arbitrator, then the selection shall be referred to the Federal Mediation and Conciliation Service to nominate three (3) persons for the arbitrator. If, within thirty (30) calendar days from the receipt of the three (3) names, the parties shall fail to agree upon the arbitrator, the Company and the Union shall each challenge one (1) of the nominees, the party having first challenge to be decided by lot. The remaining nominee shall become the arbitrator whose decision shall be final and binding upon both parties. The cost, if any, of the neutral arbitrator and incidental expenses mutually agreed to in advance shall be borne equally by both parties.
- (c) The decision of the arbitrator shall be final and binding on the parties, provided that such decision shall not in any way add to, disregard, or modify any of the provisions of this Agreement, or rule on any question except the one submitted for arbitration.

#### **20.6 INDIVIDUAL DISPUTE ADJUSTMENT**

Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances to the Company and to have such grievances adjusted without the intervention of the Union, provided that the adjustment shall be consistent with this Agreement and, provided further, that the Union's Business Representative shall be given an opportunity to be present at such adjustment.

#### **20.7 TIMELINESS**

Failure by either party to meet any of the time limits contained in Article 20 will result in forfeiture of the grievance by the party failing to meet such time limits. Grievances settled by

forfeiture shall not bind either party to an interpretation of this Agreement, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances. All time limits may be extended by mutual agreement, in writing, and such agreement shall not unreasonably be withheld.

## **ARTICLE 21 SAFETY**

### **21.1 SAFETY (amended 11/19/08)**

The Company shall make reasonable provisions for the health and safety of employees in the performance of their work. The Company and the Union shall cooperate in promoting the responsibility and accountability of individual employees and supervisors with regard to the prevention of accidents.

Joint Health and Safety Committee  
Each Headquarters location shall:

- (a) Have available the Injury and Illness Prevention Program (IIPP), developed by the Company that meets California state requirements. The IIPP will be reviewed by the Human Resources Department by January 31 of each year. Relevant changes will be promulgated within a reasonable period of time and thereafter as needed.
- (b) Hold monthly safety training/accident prevention meetings, which shall be attended by all employees. A report of the contents and attendance of such meetings shall be forwarded to the Environmental, Health, Safety and Security Department.
- (c) Have a Joint Health and Safety Committee in each Headquarters as follows:

Elk Grove Headquarters: The Committee will consist of eight (8) members. Members for the Company will include the Area General Manager, the Environmental, Health, Safety and Security representative, one Customer Operations Supervisor or Manager and one Operations Supervisor or Manager, and ad hoc members as needed. Union representation will include a representative from each of the following work groups: Central Office, Plant Service Center, and Outside Plant. It is the responsibility of the Union to appoint its members to this committee.

All other Headquarters: The Committee will consist of three (3) members. Members will include the Operations Manager, the Operations Supervisor and a Union Steward.

- (d) Review each accident at their monthly meeting and make recommendations for preventative action to the Environmental, Health, Safety and Security Department.
- (e) Two members of the Joint Health and Safety Committee shall be included in each formal investigation involving a vehicle accident or all serious or near serious personal injury accidents and illnesses. The investigating members will be one

Company representative and one Union representative. The results of the investigation and recommendation for preventative action will be provided in writing to the Environmental, Health, Safety and Security Department. Investigating members must have participated in an accident investigation training course.

- (f) All complaints involving unsafe conditions should be submitted to the Joint Health and Safety Committee and/or the Company's Environmental, Health, Safety and Security Department prior to presentation to a governmental agency or the grievance procedure.

## **21.2 SAFETY RULES**

The Company reserves the right to establish reasonable accident prevention and safety rules for employees, and to enforce the observance of such rules.

## **21.3 PERSONAL PROTECTIVE EQUIPMENT (PPE) (amended 10/1/99)**

The Company agrees to furnish PPE, safeguards and first aid kits as may be reasonable and necessary for the health and safety of its employees.

## **21.4 TOOL/VEHICLE INSPECTION (amended 11/19/08)**

Company provided tools, equipment and vehicles will be formally inspected by each employee's direct supervisor along with one designated Union representative. Recommendations will be noted in writing to the Environmental, Health, Safety and Security Department. The number of inspections will be determined as needed but will occur at least annually.

## **21.5 GLOVES AND WORK BOOTS (amended 10/01/12)**

The Company will furnish long gauntlet gloves to employees in all climbing classifications, and they will be worn at all times when ascending or descending wooden poles or structures. The original pair of gloves will be issued by the Company and replaced on a "worn-out" basis. Any employee losing gloves or otherwise not being able to turn in a pair for replacement will be billed, at the Company's cost, for such replacements. In addition to the above, all climbing personnel are required to wear long sleeve shirts while climbing or working on wooden poles and structures.

**Effective upon ratification, the Company will reimburse up to \$275 for new or re-built safety-toed work boots or lineman boots once every other year for those employees in classifications where such equipment is required. Employees will be reimbursed upon submission of proof of expenditure. An employee may elect to begin this new 2-year reimbursement cycle either in 2012 or 2013.**

## **21.6 WORKING ABOVE GROUND (amended 10/1/99)**

An employee working seventy-five (75) feet or more above ground shall be paid at the rate of double time. When warranted by weather or other hazardous conditions, employees called out on an emergency for line or cable work may be assisted by another employee.

## **21.7 INCLEMENT WEATHER**

Employees who report for work on a workday shall not be required to work in the field because of inclement weather or other similar cause and shall receive pay for the full day.

During such day they may be held pending repair calls affecting Company service, and may be given first aid, safety or other instructions, or may be required to perform miscellaneous work in a sheltered location. In no case shall employees be required to work under conditions, which may be hazardous to their personal safety.

**21.8 FIRST AID TRAINING (amended 11/19/08)**

The Company shall provide initial and supplemental first aid training for its employees as mandated by statutory requirements.

**21.9 SANITARY CONDITIONS (amended 10/1/99)**

At all work locations where employees are regularly assigned and in any other work location where there is no suitable alternate facility within three hundred (300) feet or a vehicle is not available for transportation, the Company will provide:

- (a) Clean, sanitary and reasonably comfortable toilet and washing facilities,
- (b) A proper place for storing lunches, and
- (c) A proper place for safeguarding outdoor clothing and necessary personal effects.

**ARTICLE 22  
LABOR-MANAGEMENT COMMITTEE**

**22.1 LABOR - MANAGEMENT MEETINGS (amended 10/01/12)**

A Labor-Management meeting shall be held monthly with the purpose of maintaining effective communications between the parties and to discuss matters of mutual interest. These meetings are not for the purpose of resolving official grievances. The Labor-Management Committees shall be made up of a **Company representative from Operations, Human Resources, and Administration, and the Union's Business Representative and up to two Chief District Steward(s) or Shop Steward(s).** The Union's Assistant Business Manager may also attend. There will also be Local Labor-Management Committees which will meet from time to time upon request and as mutually agreeable. The members of these committees will be a General Manager or Technical Supervisor, and Chief District Steward or Shop Steward.

Additional individuals may attend meetings of the Labor-Management and Local Labor-Management Committees by mutual agreement of the parties.

**ARTICLE 23  
WAGE SCHEDULES/JOB TITLES**

**23.1 WAGE SCHEDULES (amended 11/19/08)**

The following are the wage schedules and job titles as established by this Agreement. Any modifications to these wage schedules or job titles shall be mutually agreed to by the Company and Union, subject to the provisions of Article 4, Section 4.9 on creating new job classifications.

Wage Schedule A	Office Clerk
Wage Schedule B	Office Clerk (grandfathered) Service Center Clerk
Wage Schedule C	Line Assigner Customer Service Representative
Wage Schedule D	Complex Service Center Technician
Wage Schedule E	Sales and Service Technician Facility Assigner (cutter) Testboard
Wage Schedule F	Transmission Technician

**Basic Employment Requirements for all Wage Schedules and Job Titles**

1. Education  
Employee must possess a high school diploma or equivalent; must be able to make effective use of the English language (verbal and written); must possess basic mathematical skills and/or be able to pass appropriate mathematical and job related skills tests.
2. Previous Work Experience  
Employee must be able to document previous experience which would prepare and qualify him/her for consideration in filling a vacancy.
3. Physical Agility  
Employee must possess adequate health and physical agility to perform the job and have the ability to safely lift weights as normally required on the job. New employee candidates must pass a Company Health and Physical Agility Pre-employment Review and Examination. Current employees may be required to take such examinations when applying for new positions.
4. Safety Attitude  
Employee must demonstrate an effective safety attitude and record.
5. Communications  
Employee must demonstrate an attitude of working harmoniously and effectively with fellow employees and the public, and must demonstrate effective harmonious communication skills.
6. Overall Demeanor

Employee must demonstrate an effective and productive attitude in regard to his/her job and attendance; dress in a manner that presents a positive and productive image; be cost conscious and demonstrate a productive and positive work history.

7. Training

Employee must be able to train and review the work of employees in lower job title/wage schedule while they are assisting in the employee's own job title/wage schedule.

8. Additional Skills

Some positions will require valid California Driver's Licenses of a class appropriate to the Company vehicle(s) driven.

**23.2 ASSIGNMENT OF WORK – GENERAL PRINCIPLES (added 11/19/08)**

With respect to the assignment of work, the controlling principle under this Agreement is that the Company may assign work in a manner that allows it to maximize its operational efficiency, to provide the best possible customer service at a highly competitive cost, and to consistently outperform its competitors in every facet of the business. Job duties shall be assigned and performed by all classifications, consistent with employees' qualifications, experience, training, and personal and public safety considerations in a manner that accomplishes the purposes of this Section.

**23.3 WORK ASSIGNMENT FLEXIBILITY (added 11/19/08)**

- a) The existence of primary areas of work jurisdiction for the classifications set forth in Section 23.1 above will not preclude employees in any classification from being assigned, or from performing, any other work that is needed to complete a job in a single dispatch and/or work assignment, provided the employee has, in the Company's judgment, the training, experience, qualifications, and/or equipment needed to safely complete the entire job in a single dispatch or single work assignment.
- b) In order to complete a job in a single dispatch and/or work assignment, as provided for in the preceding paragraph (a), an employee who is assigned to, or performs, work that is normally performed by a different classification, or work that is being performed in a work area normally covered by employees in a different work group, may do so during the scheduled and nonscheduled hours of the classification and/or work group that normally performs the work in question.
- c) The parties' overriding objective is to utilize all employees in a common sense manner to complete work, wherever possible, in a single dispatch or assignment, and to avoid the inconveniences to customers, operational inefficiencies, and overall competitive disadvantages associated with dispatching or assigning more employees than are needed to efficiently and safely complete a job.

**ARTICLE 24  
EMPLOYEE BENEFIT PROGRAMS**

**24.1 BENEFIT PLANS (amended 10/01/12)**

The Company-provided Medical Plan, including the current Kaiser HMO options (subject to its continued availability from Kaiser), Dental Plan, Vision Plan, Long Term Disability



Plan, Flexible Spending Accounts Plan, Life Insurance Plan, Pension Plan and Savings Plan(s) in effect on September 30, **2012** shall continue to be made available to all eligible employees in accordance with the terms of those plans, as modified in **2012** collective bargaining. **Any increase in monthly premiums in the Kaiser HMO Plan which exceed the monthly premiums of the Company Exclusive EPO Plan will be considered a “buy-up” and the employee will be required to pay 100% of the difference. Only employees on the payroll as of September 30, 2012 who have not elected to opt into to the Company’s 401(k) Plan with a Company Match (in accordance with Section 24.6 of this Article) are eligible to continue participation in the Pension Plan.** The EPO and PPO Design Features and Changes for **2013, 2014, and 2015** shall be as shown on the attached Design Change Summaries.

Effective beginning January 1, 2009, the Company will provide an Employee Assistance Program.

The Company may make changes, additions, or deletions to any such plan, and may drop or add plans, provided:

- (a) The changes apply to a majority of Frontier Communications Corporation employees covered under such plan, and
- (b) The Company provides the Union with no less than thirty (30) days’ notice of any intended Company-initiated changes if any of the changes would have material adverse effect on the benefits received by a plan’s participants taken as a whole and without regard to the effect a change may have on one or more individual participant.

The parties acknowledge that HMO and/or EPO and PPO availability are not within the control of the Company and that plan content and/or networks will be determined by the HMO, EPO and PPO, or Third Party Administrator.

Should the Company, in the exercise of its rights under this Article increase any employee contribution(defined as the monthly employee medical premium (or premium equivalent contribution through payroll) by more than 25% in a calendar year, then the Union may require that this Article be opened for the purpose of negotiations with respect

to such change(s). If agreement is not reached, the Union shall have the right to submit this issue to the expedited arbitration procedures contained within this article.

## **24.2 EMPLOYEE CONTRIBUTIONS (amended 10/01/12)**

### **(1) Employee Contributions towards Medical Plan Coverage**

For the life of the current agreement, the employee share of premiums or premium equivalents for the medical plans shall be the following specified percentages (not including any COBRA administrative fee):

- Effective January 1, **2013**, the employee contribution will be **23.5%**

- Effective January 1, **2014**, the employee contribution will be **24.0%**
- Effective January 1, **2015**, and thereafter until otherwise agreed, the employee contribution will be **24.0%**

**Tobacco User Surcharge:** In addition to the contribution set forth above, employees and/or covered spouses who use tobacco shall pay a supplemental tobacco user premium equal to 10% of the Medical Plan’s monthly premium or premium equivalent cost for single coverage.

**Medical Plan Opt-Out Credit:** An employee may waive medical coverage and receive a \$350 opt-out credit. In order to be eligible for this credit, an employee must complete and return a medical coverage waiver form and be able to provide proof of “other medical coverage”. Failure to complete and return the form and/or to be able to provide proof of other medical coverage will result in the employee not receiving an opt-out credit and not having any Company-sponsored medical coverage. The opt-out credit is available in the form of either a bi-weekly cash payment (with applicable tax deductions) or a bi-weekly pre-tax 401(k) contribution (the default option if neither option is selected). The \$350 credit will be pro-rated for employees who make benefits elections after the start of the year.

**(2) Employee Contributions towards Dental Plan Coverage**

The employee share of premium or premium equivalent (not including any COBRA administrative fee) for the Dental Plan shall be 25% for the life of the Agreement.

**(3) Employee Contributions towards Vision Plan Coverage**

The employee share of premium or premium equivalent (not including any COBRA administrative fee) for the Vision Plan shall be 50% for the life of the Agreement.

**24.3 PLAN DEDUCTIBLES (amended 11/19/08)**

Annual deductibles, co-pays and co-insurance rates in the Medical Plan may be changed during the term of this Agreement; however, in no event may these rates be increased by more than 25% in any year.

**24.4 RETIREE MEDICAL PLAN**

- (1) Employees hired on or before December 31, 1995 shall retain Citizens Retiree Medical with prescriptions and retiree life insurance. Only those employees who are in the bargaining unit covered by this collective bargaining agreement as of December 31, 1995 are eligible to receive this benefit.
- (2) Citizens Retiree Medical shall not apply to employees hired on or after January 1, 1996.
- (3) **(RELOCATED FROM ATTACHMENT #2) “Courtland Employees”:** Those former GTE employees covered by this accretion will continue to be covered by the Retiree and Medical Life Insurance Program (x-GTE) in effect as of February 1997. However, in accordance with the October 1, 1999 collective bargaining agreement, such employees will be offered the retiree medical buy-out option contained in Article 24.4. Any employee choosing the buy-out option shall no longer be eligible to receive the (x-GTE) retiree and medical life insurance program mentioned herein. Such employee(s) will be provided with the available benefit under the Citizens

program, if any. Covered eligible employees not choosing the retiree medical buy-out option of Article 24.4 will continue to be covered by the (x-GTE) retiree and medical life insurance program referred to herein.

#### **24.5 LONG TERM DISABILITY HEALTH PLAN BENEFITS (amended 10/01/12)**

- (1) All employees who have been continuously receiving benefits under the Long Term Disability (“LTD”) Plan since December 31, 2004 shall receive health benefits in accord with Paragraph 24.5(2) below, except that the six (6) month cap on coverage does not apply.
- (2) An employee who receives LTD on or after January 1, 2005 is eligible to receive coverage, described herein and below, as provided by the Company to active employees. Such medical, dental, and vision coverage shall be paid for by the Company, with the employee continuing to pay the employee share of the premium or premium equivalent in accordance with this Article as amended from time to time (See Section 24.2). Such coverage will be provided up to a period of six (6) months from the date on which an employee is qualified to receive LTD payments. Such individuals will be eligible to elect COBRA, if applicable, upon completion of the six (6) months of coverage.
- (3) The terms of the Corporate LTD Plan **(including a six month waiting period for new hires)** shall be applicable to all employees except those covered by Subsection (1) of this Section 24.5.
- (4) Based on the terms of the LTD plan, an employee will be eligible to receive LTD after exhausting his or her entitlement to short term disability pay (State Disability Insurance and Sick Leave Pay).
- (5) If an individual not on industrial injury/illness absence or leave exhausts his or her STD pay and is not entitled to LTD benefits, his or her employee benefits from the Company, and his or her employment, shall terminate when STD pay terminates.
- (6) Once an employee not on industrial injury/illness absence or leave becomes eligible for or begins receiving LTD benefits, he or she has no re-employment or reinstatement rights.
- (7) For the return to work rights applicable to employees on industrial injury/illness absence or leave, see Article 10, Section 10.10.

**Note on “Grandfathered Employees”:** Employees who were on a work related injury or illness absence as of September 30, 2008 will continue to receive the benefits treatment they were receiving under Article 24.5 of the 2004 Agreement. Should any of these employees subsequently return to work, their treatment will be governed by Article 24.5 of the then-current Agreement.

#### **24.6 401(k) SAVINGS PLAN (amended 10/01/12)**

**Employees hired before October 1, 2012, who have opted to participate in the 401(k) Savings Plan with Company Match (see One-Time Election Option provisions below), shall be eligible to participate in the Frontier Communications 401(k) Savings Plan (the “401(k) Plan”), with a Company match, in accordance with the terms of the 401(k) Plan. Employees hired on or after October 1, 2012, shall be eligible to participate in the 401(k) Plan, with a Company match, in accordance with the terms of the 401(k) Plan. An employee covered by this paragraph who makes employee contributions to the 401(k) Plan**

**shall be eligible for Company matching contributions equal to 50% of the first 8% of such employee's contributions to the 401(k) Plan (subject to a maximum Company contribution of 4% per pay period). All other employees are ineligible for a Company Match.**

**One Time Election Option: Employees hired before October 1, 2012 shall be afforded a one-time option during the first calendar quarter of 2013 to elect to opt out of pension coverage and elect to participate in the 401(k) Savings Plan with Company Match.**

**The election to opt out, once made, cannot be revoked. As of the date on which this change takes effect, any employee who has chosen to opt out of pension coverage shall cease to accrue any additional benefit under the Pension Plan, and no additional Benefit Service or Compensation shall be taken into account in determining pension benefits for any such employee. However, any employee who has not yet fully vested will continue to accrue Vesting Service in accordance with the terms of the Pension Plan which provides for fullvesting after 5 years. As of that same effective date, the employee will become eligible for a Company Match under the 401(k) Plan as described above.**

The Company may make changes to the 401(k) plan as regards administrators and investment options provided any such changes are consistent with changes made for a majority of Company employees eligible for participation in said plan.

## DESIGN CHANGE SUMMARIES

### EPO Design Changes

Plan Features	2012 FTR Exclusive Plan EPO	2013 FTR Exclusive Plan EPO	Delta	2014 FTR Exclusive Plan EPO	Delta	2015 FTR Exclusive Plan EPO	Delta
Out-of-Pocket Limit	\$3,000 Ind/ \$6,000 Fam (only coinsurance applies)	\$3,000 Ind/ \$6,000 Fam (only coinsurance applies)	\$0 Ind/ \$0 Fam	\$3,500 Ind/ \$7,000 Fam (only coinsurance applies)	\$500 Ind/ \$1,000 Fam	\$3,500 Ind/ \$7,000 Fam (only coinsurance applies)	\$0 Ind/ \$0 Fam
Routine Physical	\$22 co-pay	100%	(\$22)	100%	\$0	100%	\$0
Routine Well Woman	\$22 co-pay	100%	(\$22)	100%	\$0	100%	\$0
Advanced Diagnostic Radiology Services (MRI, MRA, Ct-scan, Pet-scan)	\$0 co-pay	10%coinsurance	new	10%coinsurance	0%	10%coinsurance	0%
Outpatient Surgery and Related Services	\$170 co-pay	\$150 co-pay 10%coinsurance	new	\$150 co-pay 10%coinsurance	0%	\$150 co-pay 10%coinsurance	0%
Inpatient Hospital and Related Services	10%coinsurance	\$150 co-pay 10%coinsurance	new	\$150 co-pay 10%coinsurance	0%	\$150 co-pay 10%coinsurance	0%

### PPO Design Changes

Plan Feature	2012 FTR Preferred Plan PPO	2013 FTR Preferred Plan PPO	Delta	2014 FTR Preferred Plan PPO	Delta	2015 FTR Preferred Plan PPO	Delta
<b>In and Out of Network</b>							
Out-of-Pocket Limit	\$3,000 Ind/ \$6,000 Fam (only coinsurance applies)	\$3,000 Ind/ \$6,000 Fam (only coinsurance applies)	\$0 Ind/ \$0 Fam	\$3,500 Ind/ \$7,000 Fam (only coinsurance applies)	\$500 Ind/ \$1,000 Fam	\$3,500 Ind/ \$7,000 Fam (only coinsurance applies)	\$0 Ind/ \$0 Fam
<b>In Network</b>							
Routine Physical	80%	100%	(20%)	100%	0%	100%	0%
Routine Well Woman	80%	100%	(20%)	100%	0%	100%	0%

### Kaiser HMO - Premium Contribution

Plan Features	Kaiser 2012	Kaiser 2013	Kaiser 2014
Company Subsidy	76.55	76%	76%
Employee Contribution	23.50%	24%	24%
Tobacco User Premium for employees and spouse <sup>(1)</sup>	10%	10%	10%

(1) Tobacco user premium = 10% of the premium equivalent of the single coverage

**Prescription Program Design Changes**

<b>Plan Features</b>	<b>Co-Pay</b>
<b>Retail - 30 Day Supply</b>	
Generic <sup>1</sup>	\$12.00
Preferred <sup>2</sup>	\$27.50
Non-Preferred <sup>3</sup>	\$42.50
Other Drugs <sup>4</sup>	\$57.50
<b>Retail - 90 Day Supply</b>	
Generic <sup>1</sup>	\$30.00
Preferred <sup>2</sup>	\$68.75
Non-Preferred <sup>3</sup>	\$106.25
Other Drugs <sup>4</sup>	\$143.75

**NOTES:**

- (a)- Various plan limitations that are summarized in the 2008 Summary Plan Description will continue to apply for the duration of this contract.
- (b)- Effective 1/1/2009, the Prescription Plan will include Mandatory Generic edits.
- (c)- As per Section 24.3, the Company may increase co-pay rates by up to 25% year over year. This does not apply to the items listed above in which specific increases are shown for 2009 plan year.
- (d)- Mail order co-pay for a 90-day supply = two and a half times (2.5x) the Retail 30-day supply co-pay.

**1- Generic Drugs:** Drugs that have been determined by the FDA to be bioequivalent to Brand Name Drugs and are not manufactured or marketed under a registered trade name or trademark. A drug whose active ingredients duplicate those of a Brand Name Drug and is its bioequivalent, Generic Drugs must meet the same FDA specifications for safety, purity and potency and must be dispensed in the same dosage form (tablet, capsule, cream) as the counterpart Brand Name Drug. On average, Generic Drugs cost about half as much as the counterpart Brand Name Drug.

**2,3 - Brand Name Drugs – Preferred and Non-Preferred:** The initial version of a medication developed by a pharmaceutical manufacturer, or a version marketed under a pharmaceutical manufacturer’s own registered trade name or trademark. The original manufacturer is granted an exclusive patent to manufacture and market a new drug for a certain number of years. Brand name drugs consist of Preferred and Non-Preferred. Drugs falling under the Preferred tier are selected for their effectiveness, utilization and cost. Brand name drugs that don’t fall under the Preferred tier, will fall under the non-Preferred tier. New prescription drugs become available throughout the year and uses for existing prescription drugs often change. The pharmacy benefits manager reviews all drugs to determine whether or not they will be covered as a preferred or non-preferred drug. The company has no power to affect, change or influence these decisions. A copy of the Preferred drug list can be obtained on [www.anthem.com](http://www.anthem.com).

**4- Other Drugs:** this category includes all erectile dysfunction drugs, all anti-obesity drugs, all anti-anorexiant drugs, all anti-fungal drugs and may include newly introduced drugs that are generally designed to improve the quality of life by remedying unpleasant conditions but are not medically necessary.

**ARTICLE 25  
WAGE RATES AND GENERAL WAGE INCREASES**

**25.1 GENERAL WAGE INCREASES (amended 10/01/12)**

<u>Effective 9/30/12</u>	<u>2.00%</u>
<u>Effective 9/29/13</u>	<u>2.00%</u>
<u>Effective 9/28/14</u>	<u>1.50%</u>

Employees whose September 30, 1999 rate of pay is above the top rate of pay for the Wage Schedule of their job title shall receive a general wage increase to their rate of pay that is 75% of the rate increases specified on the appropriate wage schedule and date according to Article 25.1. They shall lose their grandfathered status if they voluntarily vacate the position in which they are grandfathered.

**25.2 WAGE RATES (amended 10/01/12)**  
(See following charts)

**BELOW ARE THE WAGE SCHEDULES FOR EMPLOYEES, EFFECTIVE SEPTEMBER 30, 2012;** the base hourly wage rates on these Schedules will be increased **in subsequent years** by the General Wage Increases negotiated by the parties in **2012** collective bargaining (see Section 25.1 above).

**Effective Sept. 30, 2012**

	<b>W/S A</b>	<b>W/S B</b>	<b>W/S C</b>	<b>W/S D</b>	<b>W/S E</b>	<b>W/S F</b>
<b>Start</b>	\$15.63	\$15.86	\$15.87	\$18.52	\$19.92	\$20.94
<b>12 Months</b>	\$16.93	\$18.20	\$20.04	\$20.80	\$22.08	\$22.99
<b>24 Months</b>	\$18.25	\$19.92	\$22.84	\$23.04	\$24.21	\$25.07
<b>36 Months</b>			\$23.18	\$25.33	\$26.38	\$27.14
<b>48 Months</b>				\$27.56	\$28.53	\$29.22
<b>60 Months</b>				\$29.85	\$30.68	\$31.61
	<b>Office Clerk</b>	<b>Service Center Clerk</b>	<b>Customer Service Rep.</b>	<b>Complex Service Center Clerk</b>	<b>Facility Assigner (Cutter)</b>	<b>Transmission Tech</b>
			<b>Line Assigner</b>		<b>Sales &amp; Service Tech</b>	
					<b>Testboard</b>	

**Tier II Service Center Clerk Wage Schedule**  
**(Hired on or after 9/30/08)**  
**(Does not apply to employees on the payroll as of 9/30/08 who are recalled**  
**from layoff into a Service Center Clerk position)**

Start	\$12.73
6 mos	\$13.21
12 mos	\$13.69
18 mos	\$14.16
24 mos	\$14.64
30 mos	\$15.12
36 mos	\$15.60
42 mos	\$16.08
48 mos	\$16.54
54 mos	\$17.02
60 mos	\$17.50

**Effective Sept. 29, 2013**

	<b>W/S A</b>	<b>W/S B</b>	<b>W/S C</b>	<b>W/S D</b>	<b>W/S E</b>	<b>W/S F</b>
<b>Start</b>	\$15.94	\$16.18	\$16.19	\$18.89	\$20.32	\$21.36
<b>12 Months</b>	\$17.27	\$18.56	\$20.44	\$21.22	\$22.52	\$23.45
<b>24 Months</b>	\$18.62	\$20.32	\$23.30	\$23.50	\$24.69	\$25.57
<b>36 Months</b>			\$23.64	\$25.84	\$26.91	\$27.68
<b>48 Months</b>				\$28.11	\$29.10	\$29.80
<b>60 Months</b>				\$30.45	\$31.29	\$32.24
	<b>Office Clerk</b>	<b>Service Center Clerk</b>	<b>Customer Service Rep.</b>	<b>Complex Service Center Clerk</b>	<b>Facility Assigner (Cutter)</b>	<b>Transmission Tech</b>
			<b>Line Assigner</b>		<b>Sales &amp; Service Tech</b>	
					<b>Testboard</b>	



**Tier II Service Center Clerk Wage Schedule**

**(Hired on or after 9/30/08)**

**(Does not apply to employees on the payroll as of 9/30/08 who are recalled from layoff into a Service Center Clerk position)**

Start	\$12.98
6 mos	\$13.47
12 mos	\$13.96
18 mos	\$14.44
24 mos	\$14.93
30 mos	\$15.42
36 mos	\$15.91
42 mos	\$16.40
48 mos	\$16.88
54 mos	\$17.36
60 mos	\$17.85

**Effective Sept. 28, 2014**

	<b>W/S A</b>	<b>W/S B</b>	<b>W/S C</b>	<b>W/S D</b>	<b>W/S E</b>	<b>W/S F</b>
<b>Start</b>	\$16.18	\$16.42	\$16.43	\$19.17	\$20.62	\$21.68
<b>12 Months</b>	\$17.53	\$18.84	\$20.75	\$21.54	\$22.86	\$23.80
<b>24 Months</b>	\$18.90	\$20.62	\$23.65	\$23.85	\$25.06	\$25.95
<b>36 Months</b>			\$23.99	\$26.23	\$27.31	\$28.10
<b>48 Months</b>				\$28.53	\$29.54	\$30.25
<b>60 Months</b>				\$30.91	\$31.76	\$32.72
	<b>Office Clerk</b>	<b>Service Center Clerk</b>	<b>Customer Service Rep.</b>	<b>Complex Service Center Clerk</b>	<b>Facility Assigner (Cutter)</b>	<b>Transmission Tech</b>
			<b>Line Assigner</b>		<b>Sales &amp; Service Tech</b>	
					<b>Testboard</b>	

**Tier II Service Center Clerk Wage Schedule**

**(Hired on or after 9/30/08)**

**(Does not apply to employees on the payroll as of 9/30/08 who are recalled from layoff into a Service Center Clerk position)**

Start	\$13.24
6 mos	\$13.74
12 mos	\$14.24
18 mos	\$14.73
24 mos	\$15.23
30 mos	\$15.73
36 mos	\$16.23
42 mos	\$16.72
48 mos	\$17.21
54 mos	\$17.71
60 mos	\$18.21

**25.3 EXPLANATIONS (amended 11/19/08)**

- a) Bi-lingual Differential = \$.50 per hour  
(For employees placed in a specifically designated que which requires the employee to use bi-lingual skills)
- b) In-Charge Differential = \$1.25 per hour
- c) Shift Differential: A shift differential of \$2.60 will be paid for all hours worked, for a regularly scheduled shift, that starts after 6 p.m. or ends prior to 6 a.m. For shifts starting before 6 p.m. or which end after 6 a.m., the majority of the hours worked must be between 6 p.m. and 6 a.m. in order to be eligible for the shift differential.

**25.4 CERTIFICATION DIFFERENTIAL(added 11/19/08)**

In order to encourage employees to voluntarily acquire additional training and the associated skills, the Company will increase the hourly pay of those technicians who achieve the following certification(s):

- a) Comp TIA A+                                      \$0.25 per hour increase
- b) Comp TIA Network +                            \$0.25 per hour increase
- c) CCNA    \$0.50 per hour increase

Employees may seek reimbursement for the cost of courses and examinations to acquire such certification under the terms of the Tuition Reimbursement Program. Time spent by an employee in training or in preparation for the certification examinations shall be on the employee's own time.

## 25.5 TEAM PERFORMANCE BONUS (amended 10/01/12)

1. The Performance Bonus plan is to encourage and recognize teamwork and affords employees a means of participating in the growth and success of the Company resulting from improved productivity, sales and operating competitiveness, as well as, providing new sources of income for our employees.
2. The team performance bonus plan will include the following bonus components, with relative weighting as shown below. The Company will establish the objectives for each component by March 31 of each year and communicate them to the Union and employees.

### Sales and Service Technician, Transmission Technician, and Office Clerk, Facility Assigners (Cutter) Incentive Components --- Weighting – 25% each:

1. Preventative Maintenance Program – goal of 100%.
2. Commitments Met – (Service Orders and Trouble Tickets) weighted as a percentage of plan.
3. Repeat Reports (Service Orders and Trouble Tickets) – weighted as a percentage of plan.
4. Take the Lead – revenue as a percentage of goal.
5. Record Corrections (Avg. per Quarter/Employee).

### Metric Allocations:

*Sales & Service Technician, Transmission Technician, and Office Clerk (1-4)  
Facility Assigners (Cutter) (2-5)*

3. All non-commissioned employees will be covered by the plan. The results will be measured bargaining unit-wide and paid out to employees on an annual basis as described below.
4. For calendar years 2013, 2014, and 2015, the bonus pool available per year will be 1%, 1% and 1% respectively, of the gross annual base pay for the respective classifications. For calendar year 2013, 2014, and 2015, the payout percentage will range from a minimum of 50% to a maximum of 110% of the available bonus pools.
5. The Company agrees to adjust employee incentive goals as appropriate to take into account items such as commitments missed before they go to the field, and incomplete orders when first sent to the field which will be netted out before the team performance bonus is calculated.
6. Payment of Bonus
  - a) The performance bonus will be paid no later than March 31 of the following year to all eligible employees who are on the payroll as of December 31 of the preceding (bonus) year.

<u>Plan Period</u>	<u>Bonus Payment</u>
<u>01/01/13-12/31/13</u>	<u>1<sup>st</sup> quarter, 2014</u>
<u>01/01/14-12/31/14</u>	<u>1<sup>st</sup> quarter, 2015</u>
<u>01/01/15-12/31/15</u>	<u>1<sup>st</sup> quarter, 2016</u>

- b) In order to be eligible for this payment, employees must be on the payroll as of July 1 of the bonus year (e.g., July 1, 2013 for the March 2014 bonus).
- c) The bonus will be prorated for new hires engaged on or before July 1 based on the number of full months a new hire is employed during the bonus year.
- d) For an employee who is laid off or who retires before the payout date, the July 1 and December 31 eligibility dates do not apply; the bonus will be prorated based on the number of full months the employee worked during the bonus year.
- e) For employees who are not actively at work for 30 or more consecutive calendar days during the Plan Year, the bonus will be prorated based on the number of full months the employee is actively at work during the Plan Year.
- f) An employee transferring or changing bonus teams for any reason during the year will receive a bonus based upon the bonus team in which the employee resides at the end of Plan Year (December 31). Awards will not be prorated based on the time spent with each team.
- g) Employees who are discharged for cause or resign before the payout date are ineligible for any bonus payout.
- h.) Employees may have their annual Team Performance Bonus payout deposited directly into their 401K account.

**ARTICLE 26**  
**INCENTIVE COMPENSATION AND SALES ACTIVITIES**  
**(added 11/19/08)**

26.1 The Company may implement sales or incentive, commission, prize or award plans and programs as it deems necessary to meet sales or other Company goals.

26.2 All employees are responsible for selling the Company's products and services. In addition, all employees are expected to participate in sales and sales incentive plans and programs and may be required to participate.

**ARTICLE 27**  
**TERM OF AGREEMENT**

**27.1 TERM (amended 10/01/12)**

This Agreement, having taken effective as of October 1, 2012, shall remain in force and effect through September 30, 2015.

**27.2 TERMINATION OF AGREEMENT (amended 10/01/12)**

This Agreement shall remain in full force and effect for the term of **October 1, 2012**, through **September 30, 2015**, and from year to year thereafter unless either party notifies the other in writing not less than sixty (60) days prior to **September 30, 2015**, or any **September 30<sup>th</sup>** anniversary date thereafter, of its desire to terminate the Agreement on its anniversary date.

IN WITNESS WHEREOF the parties hereto by their duly authorized representatives have caused these presents to be executed **October 1, 2012**.

**FOR THE COMPANY**

**FOR THE UNION**

\_\_\_\_\_  
**Peter Homes**  
**Director, Labor Relations**

\_\_\_\_\_  
**Tom Dalzell**  
**Business Manager, IBEW Local 1245**

**Negotiating Committee:**  
Peter Homes, Kevin Mailloux, Daryl  
Hovis, Gary Tavis, John Broughton,  
Susie Chelonis, Hanna Baek

**Negotiating Committee:**  
Ray Thomas, Sheila Lawton, Eric Tanaka,  
Tom Greer, Bryan Coleman, Bill Bryan



## **APPENDIX**

**Note: The following policy is not a negotiated policy.**

**September 30, 2008**

### **FRONTIER COMMUNICATIONS SOLUTIONS**

#### **EMPLOYEE IMAGE POLICY & STANDARDS**

At Frontier, presenting a professional, competent and caring image to our Customers continues to be critical in driving a competitive advantage. We must ensure that every customer is delighted by our service, our professional approach and our willingness to do whatever it takes to meet their needs. This is achieved by continuing to focus on one of our most important core values “Putting the Customer First.” This value means that we demonstrate a strong customer service orientation, exemplify the highest quality standards, and protect the cleanliness of the customer environment. Therefore, we have established, in accordance with our Peace of Mind Service Delivery Initiative, the following Employee Image Policy and Standards to help support this improved customer experience.

**Note:** The Policy and Standards set forth in this document apply to customer-facing employees as that term is defined below. For all other employees, existing policies, standards, guidelines, and practices relating to dress and appearance continue to apply. If you have questions about appropriate business attire, please consult with your local Human Resources Department.

#### **Section I**

##### **BUSINESS ATTIRE/UNIFORM POLICY**

Uniforms will be provided for, and must be worn by, all customer-facing employees. “Customer-facing” employees are those who have direct contact with customers at their residences, businesses, and at Company locations that serve the public.

**Note on Community Events:** Employees with uniforms are expected to wear their uniforms when representing the Company at community events. The Company recognizes that for some community events, business or business casual attire may be the more appropriate attire (and may be specified on the invitation or announcement).

The Company may furnish any or all of the following uniform items:

- Shirts (such as polo shirts, and long-sleeve and short-sleeve work shirts)
- Hats
- Jacket
- Pants
- Shorts (only if approved for the particular area; see also, Section II – 1, Safety)

Other uniform items (such as promotional items) may be available from time to time.

**Employees will be responsible for the laundering of uniform items unless the Company makes other arrangements for laundering.**

The following items of work equipment shall be provided by the Company to further the objectives of this Employee Image Policy & Standards, and worn as outlined below:

- **SHOE/BOOT COVERINGS** – When entering a customer’s premises, these coverings must be worn to avoid soiling the customer’s premises.
- **UNIFORM COVERALLS** - When needed to prevent their uniforms from becoming soiled or damaged, or when required for safety purposes, employees should utilize coveralls over their uniform clothing. Keeping uniforms clean by the use of coveralls serves the goals of keeping uniforms clean and neat and of not soiling customers’ premises.

## **Section II**

### **UNIFORM WEAR AND CARE STANDARDS**

The following standards will help define acceptable uniform wear and care:

1. **Safety:** the first and most important consideration in wearing uniform items and accessories is safety. All safety rules and guidelines must be followed. Appropriate Personal Protective Equipment (PPE) must be worn at all times as required by Company Safety Policies, including Safety Footwear. Only Company authorized PPE may be used in accordance with Corporate Safety Standards, and may never be altered in any manner. By way of example only, where permitted, shorts may not be worn when climbing poles; entering manholes, or working around poisonous plants, animal or insect hazards.
2. Uniforms are not to be altered in any manner and must be worn during all working hours.
3. Uniform items must be clean and neat in appearance (for example, not wrinkled, torn, etc.).

4. Only Company-approved or issued hats/caps may be worn. Hats/caps must be worn with the front/rim facing forward. If you have special needs, please communicate those needs directly to your supervisor.
5. Shirts are to be tucked in and all buttons, except the collar button, must be fastened at all times (this includes cuff buttons on long sleeve shirts when the sleeve is worn around the wrist).
6. Undershirts are permissible if they meet the following criteria:
  - a. No visible graphics or writing
  - b. Color of undershirt is a complementary color to the outer uniform shirt (black, red, or white are preferable)
  - c. For long sleeve undershirts worn under a short sleeve uniform shirt, the visible portion of the undershirt is in good repair
7. Employees are expected to exercise reasonable care to prevent damage to uniforms. Worn, damaged or otherwise unsightly uniform components will be replaced with Company approval.
8. Uniforms (shirts, hats, coats, etc.) are Company property and as such must be returned should you leave the Company or transfer into a position where the uniform is not required.

### **Section III**

#### **GROOMING AND ACCESSORY STANDARDS**

**Note: Where applicable, OSHA-mandated requirements are controlling and will supersede any standard not consistent with the OSHA requirement.**

1. **CLEANLINESS** - Employees must ensure overall proper personal cleanliness including cleanliness of hands, shoes and uniforms at all times to protect and respect the customers' premises.
2. **HAIR** – Hair should be clean and neatly groomed and pulled back/restrained if length exceeds below the shoulders.
3. **BEARDS/GOATEES** – Beards and goatees must be neatly trimmed. Neatly trimmed facial hair is allowed, up to 2 inches in length, measured from the chin.
4. **MUSTACHES** – Mustaches must be neatly trimmed.
5. **SIDEBURNS** – Sideburns must be neatly trimmed.
6. **VISIBLE TATOOS/BODY ART** – Employees will be required to cover up offensive or vulgar tattoos/body art during working hours.



7. **JEWELRY** - Visible facial or body piercings (tongue, eyebrow, nose, etc.) are not permitted. Employees may wear small, post or stud style earrings - limited to one earring per each ear.

**SHOES/BOOTS** - All work boots/shoes must be compliant with applicable OSHA and Company safety requirements. Where the Company provides an allowance for work boots/shoes, those work boots/shoes are to be worn. In general, footwear should be maintained in a clean and presentable condition, and have an appearance that is appropriate for the employee's uniform.

## MEMORANDUM OF AGREEMENT

**Citizens Telecommunications Company of California**

**-and-**

**International Brotherhood of Electrical Workers**

### **Service Center Clerks**

This Memorandum confirms the parties' agreement during 2008 collective bargaining negotiations that effective on or after January 1, 2009, the duties of the Service Center Clerks (Repair) classification may be transferred out of the bargaining unit. If this work should continue to be performed in the bargaining unit to any extent in the future, it will be performed by the Service Center Clerk classification.

Without setting precedent for any other "bumping" situation, the Company agrees that for purposes of Article 16, *Layoff Procedure*, Service Center Clerks in Repair will be considered to have "sufficient qualifications to perform the job ... without additional training" for purposes of exercising bumping rights.

The following provisions apply to any employee who becomes surplus as a result of this transfer of work ("displaced employees"):

1. In the event openings arise in the Service Center Clerk in the Dispatch operation, a displaced employee may request to be placed into the opening, and such request shall be granted in seniority order. The provisions of Article 15, *Job Bidding Procedure*, shall not apply. Such employees will be subject to the same performance and other job requirements as apply to Dispatch operation employees.
2. Displaced employees may also apply for any other job vacancy within the Company, including technician positions, and positions outside the bargaining unit for which the employee is qualified. Displaced employees who meet minimum qualifications for positions in the Plant Service Center will receive priority consideration and placement for available positions in the bargaining unit; the parties agree that such priority selection and placement will supersede the selection provisions of Article 15, *Job Bidding Procedure*.
3. Displaced employees who do not find employment elsewhere in the Company by the date on which the Repair operation is closed will be subject to the provisions of Article 16, *Layoff Procedure*.
4. The Company will arrange a Job Fair for potentially displaced employees and outplacement counseling sessions.

5. Displaced employees who are laid off will also be eligible for a special outplacement and training allowance of \$500.

FOR THE COMPANY

FOR THE UNION

\_\_\_\_\_  
Robert J Costagliola  
Vice President - Labor Relations

\_\_\_\_\_  
Dennis Seyfer  
IBEW Local 1245

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **LETTER OF INTENT**

**Between**

**FRONTIER COMMUNICATIONS**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION 1245**

## **SICK LEAVE ADMINISTRATION**

During the course of negotiating a new collective bargaining agreement in 2012, the Company proposed changes to Article 10 (Sick Leave), specifically to Section 10.1 where new language was proposed to make clear the intentions of paid Sick Leave and the qualifying events for being eligible for paid Sick Leave under Article 10.

In an effort to clarify the intent of the revised contract language contained in Section 10.1, the Company agreed to provide the Union with this Letter of Understanding to better establish our intent with regard to the administration of Article 10 (Sick Leave) going forward. The Company's intent with regard to the administration of paid Sick Leave under Article 10 is explained below;

In order for a regular employee with at least one (1) year of continuous service to qualify for paid Sick Leave under Article 10, said employee must be absent as a result of a non-industrial illness or injury. Physician, dentist and other medical provider appointments are not covered under the Sick Leave Policy provided for in Article 10. The only qualifying events to be eligible for paid Sick Leave are non-industrial illness or injury.

However, if an employee has already qualified for paid Sick Leave due to non-industrial illness or injury and, while on such leave, has an appointment with a medical provider, this event will not in any way jeopardize the payment of Sick Leave for the day (or part thereof) in which the appointment was taken. While medical provider appointments cannot themselves trigger paid Sick Time under Article 10, the Company will not deny paid Sick Time which was already qualified for by non-industrial illness or injury simply due to a medical provider appointment occurring during that qualifying leave.

# LETTER OF INTENT

Between

**FRONTIER COMMUNICATIONS**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION 1245**

## **(Pension Plan)**

The Company proposed in 2012 negotiation, and the Union ultimately agreed that new hires only (those hired after ratification) would be covered by a 401K savings plan with a Company match rather than by a pension plan. At the same time, no changes were made to the pension plan that covers current employees. Despite no impact on current employees, the Union has shared with the Company that some current employees are concerned that the elimination of pension coverage for new hires could pave the way for a future Company “pension freeze” proposal that would negatively impact them. First, in response to this concern, we ask you to keep in mind that once a pension benefit has vested, it is protected by law (ERISA/PBGC). Second, and more importantly, the Company has never sought to “freeze” the pension of ANY of its IBEW-represented employees. The Company has stated that at the present time it has no plans to seek a “pension freeze” for employees who currently have pensions, nor is it contemplating proposing a pension freeze in the future.

The Company did *not* propose that new hires be covered by a savings plan rather than a pension plan with the intent to pave the way for a future proposal for a “pension freeze” for employees who currently have pensions. The Company confined its pension-related changes to new hires, with a proposal that provides for a progressive 401K savings plan that has both a fixed contribution and a match, consistent with the Company’s retirement benefits philosophy.

This Letter of Intent is effective upon ratification of our tentative agreement, and shall expire, along with the terms and conditions of our tentative agreement, on September 30, 2015.

For the Company:

For the Union:

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**Peter Homes, Director – Labor Relations**

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**Ray Thomas, Assistant Business Manager**