

AGREEMENT

BETWEEN

**FRONTIER COMMUNICATIONS COMPANY**

AND

**LOCAL UNION NO. 1245**  
**Elko, Nevada**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS**

Effective May 1, 2007 April 30, 2011

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## **AGREEMENT**

This Agreement made and entered into the 1st day of May 2007, between the Elko, Nevada Telephone Operations of Citizens Communications, d.b.a. Frontier Communications Company (hereinafter called the "Company") and Local Union No. 1245 of the International Brotherhood of Electrical Workers, AFL-CIO (hereinafter called the "Union"), hereby mutually establishes and agrees upon the working conditions and wage schedule hereinafter set forth.

### **ARTICLE I**

#### **Recognition**

- 1.1 For the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment, the Company recognizes the Union as the exclusive representative of the employees for whom the National Labor Relations Board certified the Union in Case No. 32-RC-266 and other employees the parties agree to.

### **ARTICLE II**

#### **Term of Agreement**

- 2.1 This Agreement shall remain in full force and effect from May 1, 2007, up to and including April 30, 2011, and thereafter from year to year unless or until the Company or the Union serves written notice on the other at least sixty (60) days prior to said date of April 30, 2011, or any anniversary of said date, that it desires to modify, amend or terminate this Agreement or any of the terms or provisions hereof.
- 2.2 In the event that any provisions of this Agreement shall be made invalid by applicable legislation or be declared invalid by any court having jurisdiction in respect thereof, such action as to such provisions shall not affect the remainder of this Agreement and all other terms and provisions hereof shall continue in full force and effect as set forth herein. Upon any such judicial determination, the Company and the Union will promptly negotiate and endeavor to reach agreement upon a suitable substitute for the provision so found to be invalid.

### **ARTICLE III**

#### **Continuity of Service**

- 3.1 Nothing in these rules is intended or shall be used to violate 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 the employees.

- 3.2** The Company is a public utility engaged in the public service of telephone communications in Elko County, Nevada, and the vicinity thereof.
- 3.3** It is mutually recognized that the interests of the Company, the Union and the welfare of the general public require the continuous rendering of service by the Company, and the parties hereto agree that recognition of such obligation of continuous service is imposed upon both the Company and its employees.
- 3.4** To facilitate the continuous performance of such service, the Company agrees to meet with the Business Manager of the Union, or his designated representative, in reference to any matter coming within the scope of this Agreement and agrees that it will cooperate with the Union in its efforts to promote harmony and efficiency among all employees of the Company.
- 3.5** The Union agrees that the employees covered by this Agreement, or any of them, will not be called upon or permitted to cease or abstain from the continuous performance of their duties pertaining to the positions held by them under the Company and the Company agrees on its part to do nothing to provoke interruption of or to prevent such continuity of performance by said employees insofar as such performance is required in the normal and usual operations of the Company property. It is mutually agreed that any differences that may arise between the above parties shall be settled in the manner hereinafter provided.
- 3.6** The Union agrees for its members who are employees of the Company that they will individually and collectively perform loyal and efficient work and service and that they will cooperate in promoting and advancing the welfare of the Company and the protection of its service to the public at all times. Employees shall not engage in any work or business ventures which is in competition with the Company.
- 3.7** Neither the Company nor the Union will discriminate against any employee in the application of the terms of this Agreement because of race, color, creed, national origin, age, sex, religion, marital status, non-disqualifying physical or mental disability, sexual orientation, status as a disabled and/or Vietnam veteran, or membership or non-membership in the union. The use of masculine or feminine genders in this Agreement shall be construed as both genders and not as sex limitations.

## **ARTICLE IV**

### **Employer's Rights**

- 4.1** The Company has and will retain exclusive right and power to manage its business and direct the working forces, including the right to hire, classify, grade, suspend, reassign, lay off, discharge, promote, demote, or transfer its employees, provided it does not conflict with the provisions of this Agreement. Nothing in this Agreement is intended to or is to be construed in any way to interfere with the recognized prerogative of the Company to manage and control the business, but each employee covered by this Agreement shall possess the right of appeal through the grievance and arbitration procedures as provided by the terms of this Agreement.
- 4.2** The Company retains the right to exercise discipline in the interest of good service and the proper conduct of its business, provided that an employee who has been laid off, discharged or disciplined shall be advised of the reasons or reason for such action and shall have the right to appeal through the grievance and arbitration procedure provided by this Agreement. No discipline by temporary suspension shall be administered to any employee which shall permanently impair his or her seniority rights.

## **ARTICLE V**

### **Union Security**

- 5.1** The Company shall deduct from their wages and pay over to the proper officer of Union the membership dues of the members of the Union who individually and voluntarily authorize such deductions in writing. The form of check off will be approved by Company and Union.
- 5.2** It is understood that employees, individually or collectively, who conduct Union business do so at such a time and place that will not interfere with the work in progress, and in no event shall company communications equipment or Company facilities be used without permission of supervisor in charge.

## **ARTICLE VI**

### **Union's Rights**

- 6.1** An employee who requests time off for Union activities in addition to regular time off shall be granted such request if such time off will not inconvenience the operations of the Company or increase its operating expenses; provided further that such employee shall receive no compensation from the Company for such time off. The Union must apply in writing to the Company, five days prior, if

practicable, of time being off by employee and state date, time, and how long the employee will be off for Union activities.

- 6.2** The Company agrees to permit the Union to use reasonable space for the purpose of posting officially signed bulletins upon the bulletin boards which are furnished by the Company.
- 6.3** Union may designate Union Shop Stewards, as it deems necessary for the proper administration of its affairs and for the proper execution of the provisions of this Agreement.
- 6.4** Nothing in this Agreement shall be construed to limit the Company in the employment of such contract labor as, at the discretion of the Company may become necessary for the proper construction, installation, removal and maintenance of communication facilities owned, serviced, and/or operated by the Company for the renditions of proper and adequate communication service to the public. The Company agrees that it will not contract any work which is ordinarily and customarily done by its regular employees covered by this Agreement, if, as a result thereof, it would become necessary to lay off or reduce the rate of pay of any such employee and in no case shall such work be let to contract under wages or conditions less favorable than prevailing Union wages and conditions in the area applicable to the type of work to be performed. However, the Company shall not enter into any contractual arrangement for the construction, installation, removal, and/or current maintenance of plant facilities that may result in the layoff or reduction to part-time of its employees customarily performing work of the same nature as that to be provided under the contractual arrangements, with the exception that the sale of plant in place may include removal by purchaser. Such contractors may, however, be used without regard to this limitation for work performed in the classification of Material Supply Person.

The parties agree that should the Company desire to employ contract labor for work performed in the classification of Plant Clerk or Draftsperson, work which the Company does not deem to be part of its core business, the Company will so notify the Union and the parties will discuss the impact of such contracting.

- 6.5** Company shall notify the Union of all new hires, promotions, transfers, downgrades, layoffs and job openings.
- 6.6** Supervisors and other employees shall not perform work normally assigned to employees in the IBEW, Local 1245 bargaining unit classifications except:
  - (a) During emergencies wherein life, limb or risk of property damage is evident and no bargaining unit personnel are immediately available.
  - (b) Training or instructing Company personnel.

- (c) Testing and/or inspecting Company equipment.
- (d) To maintain or restore service when no bargaining unit personnel are available at all due to situations beyond the Company's control.

## **ARTICLE VII**

### **Group Insurance and Retirement Plans**

**7.1** The Citizens Medical Plans, Drug Plan, Dental Plan, Vision Plan, Long Term Disability Plan, Flexible Spending Accounts Plan, Life Insurance Plan, Retiree Life Insurance, Pension Plan and Savings Plan(s) in effect as of January 1, 2007 shall continue to be available to eligible employees in accordance with the terms and conditions of those Plans, except as modified herein. The EPO and PPO Plan Design Changes for 2008, 2009, 2010, and 2011 shall be as shown on the Plan Design Changes Summaries attached to this Article. Notwithstanding any other provisions of this Article, for Plans in effect on January 1, 2008 and thereafter, the Company may increase any deductible or co-pay contribution by up to 25% in a calendar year; for the PPO Plan, the Company may increase the annual out of pocket maximum as follows: 2008 - \$4000/7500; 2009 - \$4500/8000; 2010 - \$5000/8500, and 2011 - \$5500/9000. Domestic partner coverage will be made available in accordance with the Plans.

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

- (a) The changes do not reduce the overall level of benefits,
- (b) The changes apply to a majority of Citizens employees covered under such plan, and
- (c) The Company provides the Union with no less than 60 days notice of any intended changes and meets to discuss these changes with the Union.

This obligation is accepted notwithstanding the recognition that PPO availability is not within the control of the Company and that plan content and/or networks will be determined by the PPO, or Third Party Administrator

In the event that any dispute arises as to whether the proposed change does or does not reduce the overall level of benefits the dispute will be referred to expedited arbitration without exhaustion of the grievance procedure. If the arbitrator determines that the overall level of benefits is less than those in effect on January 1, 2007, the plans in effect on that date shall be restored as soon as administratively possible after the arbitrator's decision.

### **EMPLOYEE CONTRIBUTIONS**

Effective January 1, 2008, the employee shares of premiums (or premium equivalent) for the medical plan that the employee elects shall be 20% of the medical plan chosen by the employee; 20% as of January 1, 2009; 21% as of January 1, 2010; and 21% as of January 1, 2011, provided that in no event will the increase in an employee's share of

the premium (or premium equivalent) cost relative to the prior year exceed 25% of what the employee was paying the prior year for the same type of coverage. The employee contribution to the Dental Plan shall be 25%. The employee contribution to the Vision Plan will be 50%.

**7.2** Employees with ten years of service who, as of May 31, 1996, have a combination of full years of age and full years of service that total 55 or more, will continue to accrue service in accordance with the provisions of the Citizens Pension Plan, Appendix XII. If, within two months of becoming eligible to retire in accordance with the early retirement provisions of such Appendix, such employee does not retire, all future service commencing from the second full month following such eligibility shall accrue in accordance with Appendix 1B of the Citizens Pension Plan and the employee's accrued benefit in accordance with Appendix XII shall be frozen. All employees who do not have ten years of service or a total of 55 points as indicated previously, shall, effective July 1, 1997, commence accruing benefits in accordance with Citizens Pension Plan Appendix 1B and such employee's accrued benefit in accordance with Appendix XII shall be frozen.

**7.3** Employees who have been hired as of April 30, 2000 and who have attained or who will attain 55 points (combined total of age and pension service) with at least 10 years of service as of May 31, 2001 shall have available to them the retiree medical plan and retiree life insurance. Such employees shall have the option:

- a. To elect, no later than August 31, 2000, on a form prepared by the Company, one of the following:
  - (i) The employee elects to wait until his/her retirement date to determine whether he/she shall retain the retiree medical OR receive a lump sum payment of \$3500 taken directly (less all applicable deductions) OR receive \$3500 as a direct payment into the employee's 401(k) account in accordance with the terms of the 401(k) plan
  - (ii) The employee elects, no later than August 31, 2000 to receive a lump sum payment of \$3500 taken directly (less applicable taxes) OR receive \$3500 as a direct payment into the employee's 401(k) account in accordance with the terms of the 401(k) plan. Such election shall be irrevocable by the employee.

Employees hired prior to April 30, 2000 who have not attained and who cannot attain 55 points with at least 10 years of service by May 31, 2001 shall have available to them whatever retiree medical plan, if any, that is in effect at the time they retire. These employees shall be eligible to receive a lump sum payment of \$3500. This lump sum payment may be received directly (less all applicable deductions) or may be taken as a direct payment into the employee's 401(k) account in accordance with the terms of the 401(k) plan. This payment shall be paid out in accordance with the election of the employee no later than the last pay period in October 2000.

**7.4** 401k Savings Plan:

There shall be no Company match.

The 401k Plan Fiduciary, in its' sole discretion, will determine the 401k investment managers, plan record-keeper and Trustee, in accordance with ERISA.

**7.5** An employee who qualifies for long-term disability benefits will also be eligible to receive



his/her level of health insurance coverage's that the employee received at the time of the disability, at no cost to the employee, for a period of 12 months from the time that the employee first receives Short and Long Term Disability benefits.

## **ARTICLE VIII**

### **Status of Employees**

- 8.1** Employees of the Company covered under this Agreement shall be designated as regular full-time, regular part-time, and temporary.
- 8.2** (a) All new employees of the Company will be considered as probationary employees for the first six (6) months of employment and may be terminated at the discretion of the Company so long as the termination is not discriminatory and is not for the purpose of keeping the jobs filled with probationary employees. At the end of the six (6) month period, they will cease to be probationary employees and will rank in seniority from the date of their original hiring.
- (b) A temporary employee who has been laid off and is subsequently rehired (full-time, regular part-time) will be required to fulfill a new six (6) month probationary period on each occurrence of reemployment.
- 8.3** (a) A temporary employee shall accrue the following benefits: medical/dental insurance, sick leave, vacation, and holidays upon completion of nine (9) months of cumulative service. For this provision, cumulative service shall start accruing as of August 1, 1988, or the effective date of this contract, whichever is later.
- (b) Temporary employees who are subsequently reclassified to regular status shall accrue seniority and benefits from the last date of hire. This section shall apply to all employees regardless of their date of hire.
- 8.4** (a) A regular full-time employee is one who has satisfactorily completed his probationary period and is assigned forty (40) hours of work per week.
- (b) Regular part-time employees are those who are scheduled to work less than eight (8) hours per day or less than forty (40) hours per week.
- (c) Temporary employees are those hired for a specified project or limited period, with the understanding that their employment may be terminated upon completion of the project, and who employment is expected to be more than three (3) weeks in duration, but not more than nine (9) months, except that consistent with operational needs, such time may be extended by mutual agreement between the Company and the Union.

- 8.5** There shall be two types of seniority - namely, Company seniority and District seniority. Company seniority, defined as the length of service since the last date of hire, shall be considered in such matters as selections of vacation period. District seniority, defined as the length of service since the last date of starting work under this specific Agreement, shall be considered in such matters as bidding, layoff, and rehiring of laid off employees.
- 8.6** The Company shall post up-to-date seniority lists at all headquarters at least once every quarter.
- 8.7** Company and District seniority for employees who are members of the armed forces shall accrue while they are absent on military leave.

## **ARTICLE IX**

### **Hours of Work**

- 9.1** The working day shall consist of eight (8) hours in one (1) day. The regular workday shall be scheduled between 6:00 a.m. and 9:00 p.m. For shifts scheduled to end after 6 p.m., an employee will be paid a wage differential of five percent (5%) of the employee's basic hourly wage rate for each hour worked on such shifts. The shift premium shall be added to the basic rate of pay for purposes of computing overtime.
- 9.2** The workweek shall begin at 12:01 a.m., Sunday and end Saturday at 12:00 midnight, the same as a calendar workweek.
- 9.3** Monday through Friday shall constitute the normal workweek. If operating needs require it, Company may establish a Tuesday through Saturday workweek or Sunday coverage. In the event the Company is to establish Sunday coverage, the Company and Union shall meet to discuss the appropriate workweek and the assignment of employees. The assignment of employees shall be determined by district seniority unless otherwise agreed to by Company and Union.
- 9.4** (a) If operating needs require it, Company may schedule employees to work an eight (8) hour shift other than provided in Section 9.1. If such a schedule is established, the shift shall constitute eight (8) consecutive hours including a one-half (1/2) hour paid meal break. Employees must have at least seventy-two (72) hours notice prior to being assigned the shift. Employees will be assigned to such shifts for a minimum of five (5) consecutive work days, except that this requirement need not apply in situations where work is performed outside of regular hours in order to minimize the impact of a customer service outage (for example, a switch upgrades or a cut-over done overnight). The assignment of employees shall be determined by district seniority unless otherwise agreed to by Company and Union.

- (b) Employees scheduled to work such assignments as stated in 9.4(a) shall receive a fifty-five cent (55 cents) per hour shift premium. The shift premium shall be added to the basic rate of pay in computing overtime.
- 9.5**
- (a) The Company may schedule employees to standby making them available for duty. Such assignments shall be rotated among those qualified to perform the functions for which the standby is assigned and employees assigned will receive pay for each hour of standby according to the formula listed below. Such pay shall be in addition to any call-out time.
    - (i) Effective May 1, 2004 2x the hourly wage rate / 24 +\$.30
    - (ii) Effective May 1, 2005 2x the hourly wage rate /24 + an additional increase of \$.10
    - (iii) Effective may 1, 2006 2x the hourly wage rate /24 + an additional increase of \$.10  
For a total of \$.50 in the 3 years of the contract
  - (b) The Company will, as much as practicable, endeavor to equally distribute standby assignments, within a classification, to the extent of their duration, including equalization of assignments involving holidays.
  - (c) Employees assigned to standby may also be assigned a Company vehicle in order to respond to call-out from their home provided they live within twenty-five (25) road miles from their regularly established headquarters.
  - (d) The Company will provide a cellular telephone for use by those on standby for the period of time on standby. The Company will provide a laptop computer for use by those on standby for central office trouble for the period of time on standby.
- 9.6** Employees shall report to their appropriate headquarters and then shall travel from job to job on Company time.
- 9.7** When employees are assigned to travel to and from authorized training schools and such travel occurs on the employee's scheduled non-work days or non-work hours, they shall receive straight time pay for actual travel time.
- 9.8** Employees shall observe two (2), twenty (20) minute work breaks per day, each as is practicable to the mid-point in time between starting and lunch, and lunch and quitting time. Part-time employees shall observe one (1), twenty (20) minute work break or two (2), ten (10) minute work breaks when working a five (5) hour work shift.

## ARTICLE X

### Overtime

- 10.1** Overtime is defined as (1) time worked in excess of forty (40) hours in a work week; (2) time worked in excess of eight (8) hours during a scheduled work day; (3) time worked on a holiday; and (4) time worked on a nonscheduled day (except as covered by Article X, Section 10.5 (b)). However, times worked in excess of 12 hours per day will be paid at double-time the employees straight hourly rate of pay.
- 10.2** Except as provided elsewhere, overtime worked (as defined in 10.1) shall be paid at one and one-half (1.5) times the straight rate of pay, including any differentials and/or shift premiums. Time worked on holidays shall be paid at one and one-half (1 ½) times the straight time rate, including any differentials and/or shift premiums. Overtime worked on Sunday will be paid at two times (2x) the employee's hourly straight time rate of pay. If an employee works a seventh consecutive day, within the work week as defined herein, he/she will be paid double time (2x) after the 8<sup>th</sup> hour worked on that day.
- 10.3** (a) Employees called out for overtime duty shall receive a minimum of two (2) hours, including travel time, at the applicable overtime rate. However, where an employee is on standby status and is able to clear trouble without leaving his home, the minimum payment shall be one (1) hour at the applicable overtime rate. The minimum will not apply if it extends into the employee's next scheduled shift.
- (b) Travel time shall be considered as time worked and shall be paid for at the applicable overtime rates. Overtime compensation will begin at a time mutually agreed upon by both parties.
- (c) The Company will provide as much notice as possible for overtime.
- 10.4** (a) Overtime will be distributed as equally as is practicable among qualified employees in a classification.
- (b) Prearranged overtime twenty-four (24) hours notice. Twelve (12) hours off between shifts.
- (c) Emergency overtime is any time not prearranged. All hours worked would be applicable to the overtime rate. Time will begin at time of call or when mutually agreed upon by both parties.
- 10.5** (a) Employees called or scheduled to work assignments outside regular hours Of work on work days and during regular hours of work on non-work days shall be reimbursed for actual meal costs when receipts are furnished:

- Breakfast - One and one-half (1 1/2) hours prior to starting time
- Lunch - 12:00 noon or midnight
- Dinner - one and one-half (1 1/2) hours after quitting time.

- (b) Employees released from duty prior to eating a meal under these provisions, shall be entitled to such meal and one-half (1/2) hour compensation at the applicable overtime rate. There shall be no break in the overtime pay allowed for eating if such work assignment continues beyond the meal period.
- (c) The intent of the meal provision is to provide employees an adequate meal, comparable to the one disrupted, and reasonable in price insofar as is practicable. The Company has the right to recover or deny excessive meal charges.
- (d) When working overtime after the regular day or shift or when called for overtime work at night, or on the sixth (6th) or seventh (7th) day of their defined work week, or holidays, the Company shall provide payment for meals as defined above unless the employee is returned to headquarters on or before meal time. When instructed before quitting time to report for duty the regular daily starting time, the employee shall provide his or her own lunch, the same as is regularly done on other days.
- (e) While attending Company arranged training programs or while traveling out of town on Company authorized business, employees will be provided meals and lodging that is reasonable and customary for the period involved. As may be required, employees will be provided with Company Procurement Cards for business related travel. Out of pocket expenses for incidentals shall be submitted for reimbursement using personal expense forms. In addition, where necessary, employees shall be provided with a Frontier Communications telephone credit card.

Employees assigned to travel for the purpose of attending Company arranged training programs will be provided with transportation or mileage reimbursement for use of personal vehicle (at the IRS mileage allowance) if authorized by the Company. (The Company realizes that the employee may frequently prefer to drive his/her personal vehicle, and the Company will take such preferences into account in making its decision as to mode of transportation).

**10.6** If an employee has worked for eight (8) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his or her

regular work hours on a work day, such employee shall be entitled to a rest period of eight (8) consecutive hours on the completion of such overtime work.

- (a) There shall be included as hours worked at the overtime rate in such sixteen (16) hour period any travel time to which the employee is entitled when emergency or prearranged work is performed.
- (b) Hours worked prior to an eight (8) hour rest period shall not be included in computing another period of overtime work.
- (c) If the eight (8) hour rest period in whole or in part overlaps the employee's regular work hours, he shall nevertheless receive straight time pay for the extent of the overlap.
- (d) If the rest period overlaps his regular work hours but does not extend into the second half of his workday, the employee may be excused from reporting for work until the beginning of the second half of his workday. If the rest period extends into the second half of his workday, the employee may be excused from reporting for work until the following workday.
- (e) Notwithstanding the foregoing, an employee may be required to work during regular work hours on a workday without having a rest period of eight (8) hours, in which event he shall be paid at one and one-half (1 1/2) times his regular straight time rate of pay, including any shift and job differentials, for all work performed until he has been relieved from duty for at least eight (8) hours.

**10.7** It is the intent of the parties that all overtime shall first be offered to employees of the Company. However, overtime that is directly connected to a specific project that is solely assigned to a contractor may also be assigned to the contractor.

## **ARTICLE XI**

### **Job Bidding**

**11.1** Whenever a vacancy occurs in a regularly established classification, the Company shall post notice of such vacancy for a period of ten (10) working days. If no written bid response forms are received from regular qualified employees within a period of ten (10) working days after the job classification is posted, and no bid responses are received from qualified temporary employees, the Company may then fill the job from outside the Company.

**11.2** (a) when a temporary vacancy occurs in a regularly established classification, which constitutes movement, it shall be filled by the senior sufficiently qualified employee if practicable. \* If the temporary assignment is expected to last more than fourteen (14) working days, then senior

employee sufficiently qualified, if not immediately available, may have the option to take assignment.

\*If not practicable to move senior sufficiently qualified employee to promotional classification, management will notify employee of reasons thereof.

- (b) Employees may file transfer requests for lateral movement. When temporary vacancies occur, transfer requests will be considered equally with promotional movement based on seniority and sufficient qualifications.
  - (c) Once an employee has been assigned to a temporary vacancy that employee shall remain in the position for the duration of the vacancy, except as noted above.
  - (d) When an employee has accepted a temporary position, that employee must reschedule vacation to meet the department's needs in which the position exists.
- 11.3** (a) Employees may file their bid response in the Telephone Business Office or by U.S. mail to the Vice President or his designate. However, the Company need not consider any bid response forms postmarked after the closing date specified in 11.1., above.
- 11.4** It is understood and agreed that in all cases of transfer, promotion, decrease of personnel or recall after layoff, the following factors shall be considered and where factors 1 and 2 are sufficient, factor 3 shall govern:
- 1. Knowledge, training, ability, skill, adaptability and efficiency.
  - 2. Physical fitness required for the job.
  - 3. District seniority.
- 11.5** Notwithstanding any other provisions of this Agreement, employees who have been displaced from a classification as a result of a reduction in work force shall have preferential rights to return to their former classification. This option must be utilized by the employee at the first opportunity.
- 11.6** In filling existing vacancies wherein the Company elects to train inexperienced persons, placing such persons at other than the top rate of pay, consideration shall be given to eligible incumbent employees in accordance with the provisions of this Article. If the vacancies cannot be filled in accordance with this Article, then the Company may make a selection from outside the bargaining unit.

**11.7** An employee selected to fill a permanent vacancy shall not be eligible to bid on another permanent vacancy for a period of six (6) months, unless the opportunity represents a promotion.

## **ARTICLE XII**

### **Layoff and Demotion Due to Lack of Work**

**12.1** When the Company determines that conditions require a reduction of forces (defined as a reduction in the number of regular employees in a classification in a work location or district), or when bumping occurs during a work relocation, the following procedure shall be followed:

- (a) The Company shall notify the Union in writing not less than fifteen (15) days prior to any layoff, submitting the names, classifications and date of last hire of the employees to be laid off and will simultaneously notify the employee to be laid off.
- (b) Employees in the classification affected within a District having the least district seniority shall be laid off first.
- (c) Such laid off employees shall have the opportunity to fill any existing vacancy in the district provided the employee has the qualifications to perform the new job.
- (d) If no vacancy exists, regular employees shall have the right to select another job in the employee's district, provided the employee is qualified and provided further that the employee currently filling that position has the least district seniority in the classification so affected.
- (e) Employees who are laid off due to bumping to create vacancies shall be afforded the same rights as employees who were initially affected by the layoff.
- (f) In no event may an employee displace into a high paying classification.

**12.2** Employees being terminated due to a reduction of forces as described herein shall be given fifteen (15) days notice or in lieu thereof shall be given fifteen (15) days pay.

**12.3** Regular employees who are laid off due to lack of work shall be paid a termination allowance (pro rated for part-time employees) determined as to amount by their Company seniority and basic weekly wage rate, at the time of leaving service, in accordance with the table below:



<u>Years of Service</u>	<u>Number of Weeks* of Severance Pay</u>
Less than 6 months	0
6 months but less than 2 years	1
2 years up to a maximum of 30 years =	1 week for each year of service, or a portion thereof

\*Based on the current wage rates in effect at the time of termination.

- 12.4** If an employee who has received a layoff allowance is re-employed 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 payments 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 of this amount shall be made at the time of reemployment or through payroll deduction of ten percent (10%) per week of the employee's basic weekly wage rate until the amount is fully paid.
- 12.5** If an employee who has been laid off and given a layoff allowance is subsequently re-employed and laid off, the layoff allowance in the case of the second layoff or of any subsequent layoff shall be based upon the employee's total service less any prior layoff allowance received and not refunded to the Company.
- 12.6** A regular employee who is laid off because of lack of work shall resume his status as a regular employee in accordance with rules and regulations of the Company's benefit plans if he returns to employment within one (1) year. However, employees who leave the service of the Company for any other reason shall, if and when re-employed, be considered as new employees and shall be required to complete a new probationary period.
- 12.7** Notwithstanding other provisions of this Agreement, regular and temporary employees who are laid off for lack of work, shall be given preferential rehire rights over other persons, to a vacancy in their former classification and status for a period of eighteen (18) months from their last day worked, provided the employee is still qualified to fill the vacancy and available to return to work within two (2) weeks from the date registered notice is sent to the last address furnished the Company. The recall of laid off employees shall be on a last laid-off, first called basis.
- 12.8** No severance pay shall be paid to an employee who is laid off as a result of any sale of the property if the employee is offered a comparable position by the purchaser or successor employer.

## ARTICLE XIII

### Expenses

- 13.1 Company will furnish reasonable board and lodging, reimburse employees so assigned when such employees are set on out-of-town work requiring overnight accommodations.
- 13.2 Company will advance employees an amount determined to be necessary to meet the expenses employees will incur while on assignment requiring such expenses.
- 13.3 Expenses for in or out of town travel are to be charged using the Company's procurement card. In those instances where the procurement card is not accepted, and the employee does not furnish receipts, the employee will be paid \$23 for three meals. If the employee chooses to provide receipts, the employee will be reimbursed for expenses based on the receipts.
- 13.4 Noon Day Meals - Where employees are notified prior to the end of the preceding work day that they are to be sent out of town and are returned to headquarters at the end of the day, or where employees not so notified are allowed to prepare a lunch prior to leaving for such assignment, lunch shall be the responsibility of the employee.
- 13.5 The time spent in traveling from an employee's regular headquarters or home to a temporary headquarters or location, and return, shall be considered as time worked.
- 13.6 When employee(s) are sent away to school, the Company and employee(s) will consider the arrangements for travel by the employee(s) while at school at the same time that arrangements for travel to and from school are made.

## ARTICLE XIV

### Grievances

- 14.1 Employees of the Company shall have the right to a hearing on any differences of opinion with respect to the interpretation or application of any provisions of the Agreement. An earnest effort will be made by all parties to reach a mutually satisfactory settlement according to the following procedure:
  - (a) Step I. Any employee or group of employees believing himself or themselves to have a grievance may within thirty (30) days of the date that the incident is alleged to have occurred, present the matter in writing through the Union's Steward to the immediate supervisor, who in turn shall respond to the grievance within five (5) working days.

- (b) Step II. In the event a mutually satisfactory decision is not arrived under Step I, above, the employee or an authorized representative shall have the right to appeal in writing within thirty (30) days from the start of the time limits in (a), above, to the Telephone Vice President or their designate, with a copy to the Telephone Company's Director of Human Resources. In the event a satisfactory settlement is not arrived at within fifteen (15) days after written appeal is submitted, either party may appeal in writing to the Review Committee, Step III.
- (c) Step III. The Review Committee shall consist of a Company member and a Union member. The Review Committee shall have an additional twenty (20) days from the conclusion of Step II for a full consideration in an effort to resolve the grievance. If resolved, the written decision of the Committee shall be final and binding.

- 14.2** Any dispute arising hereunder which is not settled satisfactorily through the foregoing grievance procedure shall be submitted within five (5) working days at the request of either party to a Board of Arbitration, to be selected in a manner specified hereinafter. The Company and Union agree that the majority decision of such Board shall be final and binding on both parties.
- 14.3** The Board of Arbitration referred to above shall be comprised of three (3) members; one (1) being appointed by the Telephone Company through its Director, Human Resources, another to be appointed by Union through its Business Manager, and the third (3rd) to be chosen by the two (2) so selected.
- 14.4** In the event the two (2) members selected by the Company and the Union are unable to agree on the selection of the third (3rd) member within three (3) days after meeting for that purpose, they shall then request the Federal Mediation and Conciliation Service to nominate three (3) persons from which the third member shall be selected. The Company shall challenge one (1) of those nominees presented; the Union shall likewise challenge one (1). The party having first (1st) challenge shall be decided by lot. The nominee so selected shall become the third (3rd) arbitrator.
- 14.5** The Board of Arbitration shall conduct a hearing on the matter at issue and both parties shall be allowed to present such evidence and make such argument as they see fit. Either party may call any employee as a witness in any proceeding before the Board of Arbitration, and if the employee is on duty, the Company agrees to release him from duty so he may appear as a witness. The Union agrees, in case it is necessary to call Company employees as witnesses, that due consideration shall be given to efficient operation of the crews. If an employee is called by either party to appear before the Board, the party calling him will reimburse him for all expenses, including time lost. Each party shall bear the expense of preparing and presenting its own case and the expense of its own

arbitrator. The expense of the third arbitrator and incidental expenses mutually agreed to in advance shall be borne equally by both parties.

## **ARTICLE XV**

### **Working Safety Committee**

**15.1** The Company shall make reasonable provisions for the safety of employees in the performance of their work. The Union shall cooperate in promoting the realization of the responsibility of the individual employees with regard to the prevention of accidents.

**15.2** The number of employees serving on the Safety Committee shall not be less than three (3).

**15.3** Every employee is urged and expected to make recommendations in writing at the time a work deficiency or unsafe condition is discovered.

This recommendation shall be made to the Committee chairpersons and the appropriate supervisor immediately for action, and it shall be presented to the District Safety Committee at its next regular quarterly meeting.

**15.4** A safety meeting shall be held regularly once each quarter.

**15.5** The Company will draft reasonable safety rules. The Union may submit suggestions to the Company regarding revision and enforcement of such rules, and the Company agrees to meet with the Union for purposes of discussion of Union's suggestions. In the event any employee violated said safety rules set up by the Company, the Company reserves the right to take disciplinary action against said employee. However, an employee shall not lose seniority which might accrue during the period of suspension.

**15.6** (a) The Company will provide, at no cost to employees, all basic hand tools and tools necessary in the performance of their work.

(b) The Company will replace at no cost to the employees, all basic hand and climbing tools worn out in the service of the Company.

(c) Tools provided as referred to in 15.6. (a), above, shall remain Company property and the Company will maintain a tool list.

(d) Employees shall sign for Company provided tools and tools not accounted for during any inventory shall be:

(1) Paid for by the employee within forty-five (45) days of receipt of a bill submitted by the Company.

- (2) Replaced by the employee with a tool of comparable value and quality.

**15.7** The Company will reimburse up to \$250 for new or re-built safety-toed work boots or lineman boots once every two years for those employees in classifications where such equipment is required. This increased reimbursement limit shall apply one year from the date an employee last purchased boots that were reimbursed under this Section. Employees will be reimbursed upon submission of proof of expenditure.

## **ARTICLE XVI**

### **Holidays**

**16.1** (a) All regular full-time employees are entitled to receive eight (8) hours of holiday pay at their straight time rate of pay for the following holidays:

New Year's Day	Friday After Thanksgiving*
Memorial Day (Last Monday in May)	Christmas Day
Independence Day	Employee's Own Birthday
Labor Day (First Monday in September)	Optional Holiday #1**
Thanksgiving Day	Optional Holiday #2**
	Optional Holiday #3**
	Optional Holiday #4**

(b) Part-time employees are entitled to receive pro rated holiday pay based in proportion to the amount of straight time hours worked exclusive of overtime, in the prior four (4) weeks.

(c) \*Consistent with operational needs, the Company may schedule up to thirty (30) percent of its bargaining unit work force, to work this holiday at the straight time rate, with employees so working being granted a day off with pay in lieu of the day after Thanksgiving.

(d) \*\*Consistent with operating needs, employees may observe optional holidays any time during the calendar year. Supervisors have the responsibility of scheduling, approving and reporting when an employee takes optional holiday(s). An employee normally must arrange for an optional holiday at least one (1) week prior to the day that it is requested.

The optional holidays are voluntary and should be taken prior to the end of each calendar year or be forfeited. Employees who terminate for any reason, and who have not previously observed their optional holiday(s) prior to the date of notice of termination will not be entitled to payment for their holiday(s).

Optional holidays in a calendar year for newly hired employees (including rehired employees) will be granted according to the following guidelines:

- (i) New employees hired prior to January 1, will be entitled to five (5) optional holidays after completing three (3) months of service.
- (ii) New employees hired during the first quarter will be entitled to four (4) optional holidays after completing three (3) months of employment service.
- (iii) New employees hired during the second quarter will be entitled to three (3) optional holidays after completing three (3) months of employment service.
- (iv) New employees hired during the third quarter will be entitled to two (2) optional holidays after completing three (3) months of employment service. If completion of three (3) months of employment service occurs in December, the optional holiday can be taken in December or the following January.

**16.2** When any of the above holidays falls on a Sunday, the Monday following shall be observed as a holiday, and if on a Saturday, the preceding Friday shall be observed as the holiday. When a recognized holiday falls on a Saturday and is observed on the preceding Friday, the Company may schedule a maximum of two (2) plant personnel to work at the straight time rate on that Friday. The Company will notify the employees assigned to work on the Friday observed as the holiday no later than the preceding Monday. Such assignments shall be rotated among plant personnel. Employees scheduled to work on the Friday observed as the holiday shall observe the following Monday as the Holiday.

However, when an employee is scheduled to work on a Saturday or Sunday as a regular straight time day, and that day is a holiday, the employee shall be paid his regular pay, and any applicable premium or differential, and holiday pay, and the foregoing provision shall not apply.

**16.3** An employee who does not report for work the day before and/or the day after a paid holiday, and who has not been excused by the Vice President or his designate for the day before and/or after a paid holiday, shall receive no pay for said holiday.

**16.4** If any of the above-authorized holidays occurs on a workday within the employee's paid vacation entitlement, it shall be counted as a holiday and a regular day of vacation will be granted the employee in lieu of such holiday.

## ARTICLE XVII

### Vacations

- 17.1** Regular full-time employees shall be allowed annual vacation with pay as follows:
- (a) If the employee is hired before July 1st, he/she shall be allowed one-week vacation during the calendar year, in which he/she is hired, to be taken after the completion of six (6) months service (or by the end of January of the following calendar year if the six-month anniversary falls in December).
  - (b) An employee whose first anniversary date falls within the calendar year shall be allowed two weeks vacation to be taken within that calendar year, but the first of such weeks may not be taken until after the employee has completed six (6) months service and the second of such vacation weeks may not be taken until after the employee's anniversary date (or by the end of January of the following calendar year if the anniversary date falls in December).
  - (c) An employee whose second (2nd) and subsequent anniversary date falls within the calendar year shall be allowed two (2) weeks vacation to be taken within that calendar year.
  - (d) 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.
  - (e) 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.
  - (f) 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.
- 17.2** Regular part-time employees shall be allowed annual vacation with pay on a pro rata basis.
- 17.3** Consistent with the Company's operational needs, vacation shall be scheduled no later than February 28 and such schedules posted on Company bulletin boards on April 1 of the current year. In taking employee preference into account, Company seniority within a classification and/or occupational group will be given first consideration. (See explanatory note - Article C)

- 17.4** Unless otherwise approved by Company supervision, vacations will normally be scheduled to start on the first day of an employee's workweek.
- 17.5** Consistent with the Company's operational needs vacation allowances shall not be deferred to the following year without written approval from the Company.
- 17.6** Notwithstanding the provisions of Section 12.3., above, vacations may be changed or postponed due to illness, accident, approved leave of absence or other valid reasons by Company approval.
- 17.7** Upon voluntary resignation from employment with a minimum of two (2) weeks notice of such resignation, an employee shall be paid for that portion of the vacation to which he/she would have been entitled in the calendar year of resignation but has not taken. [Once notice is given, an employee may not take further vacation or optional holidays within the two (2) weeks immediately preceding the effective date of resignation.]
- 17.8** Pay in lieu of vacation will not be made except in specific cases where written authority is obtained in advance from the management. This can only be occasioned by an emergency when it is impractical for the Company to grant an employee his/her entitled vacation.
- 17.9** In the event one of the authorized holidays set forth in Article XI, Section 11.1., occurs on a work day during an employee's paid vacation entitlement, it shall be recognized as a holiday and the employee will be entitled to an additional day of vacation to be taken on a day agreed upon by the employee and his/her supervisor.
- 17.10** Should an employee be absent on account of illness, accident or on approved leave of absence at the time his/her vacation would otherwise begin, the vacation may be postponed, provided arrangements are made consistent with Company and departmental requirements.
- 17.11** The Company shall not require an employee to take vacation in lieu of sickness/accident disability benefits to which the employee is entitled under Article XIV. However, an employee who has exhausted his or her paid sickness/accident benefits may, at his or her option, take vacation in lieu of the foregoing.

## **ARTICLE XVIII**

### **Sickness/Accident Payment Plan**

- 18.1** If an employee becomes ill or disabled and unable to work, he or she will be eligible for sick leave with pay 6 months after his/her date of hire. If circumstances warrant, Citizens Communications may require the employee to



provide medical certification of inability to work due to illness or disability. Similarly, Citizens Communications may require medical certification that the employee may return to work following an absence due to illness or disability.

Sick leave with pay (Short Term Disability Pay) is available for up to six consecutive months (180 days). For absences from work beyond this period, employees may request a leave of absence for medical reasons. A leave of absence must be requested even if the employee is covered by and receiving benefits from the Long Term Disability Policy.

- a. 100% Pay: Short Term Disability (STD) provides 100% of regular based pay for each work day from the first workday of absence because of an illness/disability through the 90<sup>th</sup> consecutive calendar day of that illness/disability.
- b. 67% Pay: work days of absence during the 91<sup>st</sup> through 180<sup>th</sup> consecutive calendar day are paid at 67% of regular base pay.
- c. LTD: for work days of absence occurring on or after the 181<sup>st</sup> calendar day of consecutive absence, the employee shall apply for coverage under the Company's Long Term Disability (LTD) plan.

Illness or disability as a result of pregnancy is treated in accordance with this sick leave policy just like any other illness or disability.

Upon request, an employee who is absent due to illness will have his/her physician complete and forward to the Company a certificate outlining the nature of the illness. When such a request is made, payment of benefits will be contingent upon the receipt of such completed certificate.

Benefits will not be granted to an employee after the commencement of a leave of absence. For this purpose, a leave of absence will be considered to have commenced immediately after the termination of the employee's last tour of duty worked.

An employee who becomes ill during a paid vacation period and is unable to work on the date scheduled to return to work may be entitled to benefits.

The benefits prescribed in this article shall not be paid for sickness and/or disability due to gainful employment outside the Company. Any employee found to have abused the sickness or disability benefits privilege by falsification or misrepresentation shall be subject to discharge.

Upon expiration of pay benefits per this Article an employee may request and shall be granted a leave of absence pursuant to Article 19.

## **Section II - On-the-Job Injury**

Employees absent from work due to on-the-job injuries will suffer no loss of regular pay (i.e., no waiting period) for the first seven (7) calendar days following injury. Beginning with the eighth (8th) calendar day benefits will be paid at the level set forth in Section I. Such benefits will be offset by any Workers Compensation benefits received by the employee.

## **Section III - Administration**

Upon request an employee may be required to submit to an examination at Company expense, by a physician selected by the Company to determine the employee's physical condition.

Employees are not entitled to receive this benefit at a time during which any other compensation is paid them by the Company, e.g., vacation pay, holiday pay.

## **ARTICLE XIX**

### **Leave of Absence**

- 19.1** 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 16 weeks in a twelve month period. This time shall run concurrently with any other approved leave. An employee must use all earned vacation prior to taking 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.
- 19.2** A leave shall commence on and include the first workday on which an employee is absent and terminate with and include the workday preceding the day his leave expires. The conditions under which an employee shall be restored to employment on the termination of his leave of absence shall be clearly stated by the Company on the form on which the application for leave is made.
- 19.3** The Company shall, at the request of the Union, grant a leave of absence without pay for three (3) years or less to an employee who is appointed or elected to any office or position in the Union whose services are required by the Union. The seniority of an employee who is granted a leave of absence under the provisions of this Section shall accrue during the period of such leave.
- 19.4** A leave of absence of up to 3 days with pay will be granted upon request to a regular employee in the event of serious illness or accident of the employee's spouse, children or parents that requires the care and attention of the employee.

To receive paid leave under this Section an employee may be required to provide a statement from a physician verifying the nature of the illness or accident and the need for the employees presence.

## **ARTICLE XX**

### **Wages and Job Descriptions**

- 20.1** Attached hereto and made a part hereof and marked Article “A” is the schedule of wage rates applicable to all job classifications in the Elko District bargaining unit and covered by this Agreement.
- 20.2** Attached hereto and made a part hereof and marked Article “B” are job descriptions applicable to all job classifications in the Elko District bargaining unit and covered by this Agreement. It is expressly understood that these job descriptions are intended to be only general descriptions of the basic work performed. These job descriptions are intended to serve only as guidelines and do not restrict the duties which may be assigned an employee and which are expected of an employee.
- 20.3** (a) In charge differential and the differential provided whenever an employee is assigned to perform work in a higher rated classification not covered by the terms of this Agreement for an hour or more shall be One Dollar and Fifty Cents (\$1.50) and shall be considered as part of the employee’s basic hourly wage rate.
- (b) In the event that it is known that an upgrade will extend beyond thirty (30) days, a payroll change authorization form will be prepared and will become effective at that point.
- (c) The Senior differential shall be One Dollar (\$1.00) per hour and shall apply on a temporary basis when an employee is supervising two (2) or more employees.
- 20.4** (a) When an employee is temporarily assigned to work in a classification with a wage schedule higher than their regular classification, they shall be paid at the wage rate closest to, but not lower than, their present wage. The foregoing shall not apply to work performed of less than one (1) hour. This subsection shall not apply when such assignment is made with training under the direction of another employee.
- (b) When an employee is temporarily assigned to work in a classification with a wage schedule lower than their regular classification, their rate of pay will not be reduced.

- (c) When an employee moves to a regularly assigned classification having a higher wage schedule than their present classification, they shall be placed at the wage rate closest to, but not less than, their present wage.
- (d) When an employee moves to a classification having a lower wage schedule than their present classification, they shall be placed at the wage rate closest to, but not higher than, their present wage, or eighty percent (80%) of their present wage, which ever is higher.

## **20.5 TEAM PERFORMANCE BONUS**

- (a) The Team Performance Bonus is designed to encourage and recognize teamwork and affords employees a means of participating in the growth and success of the Company resulting from improved productivity and operating competitiveness as well as providing the potential for increased income for eligible employees.
- (b) The team performance bonus plan will include a variety of bonus components, as assigned by the Company along with relative weighting.

The bonus components for 2007 are the following:

1. Take the Lead Program – revenue generated
  2. Commitments Met – hit assigned targets:
    - i. 90% for trouble tickets
    - ii. 98% for service orders
  3. Repeat Reports – hit assigned targets:
    - i. <3% for installation
    - ii. <8% for trouble tickets
- (c) The Company will establish the objectives for each component by January 31 of each year. The Company will communicate all objectives to the union and employees.
  - (d) All employees in the bargaining unit will be covered by the plan. The results will be measured and paid out to employees on a semi-annual basis based on their results (50% of the pool every 6 months).
  - (e) The bonus will be prorated for new hires according to the number of full months a new hire was employed. If an employee leaves the payroll during the year preceding the year in which the bonus will be paid, the bonus will be prorated based on the number of full months worked that year.

- (f) The plan will begin in July 2007 and will continue in calendar years 2008, 2009, 2010, and 2011. The annual bonus pool will be 1% of the gross base wages for the bargaining unit employees. The payouts will be calculated based upon even weighting of the bonus components with each component ranging in value from 0 – 150%. For calendar year 2007, the payout percentage will range from a minimum of 75% to a maximum of 125% of the available bonus pool. For calendar years 2008, 2009, and 2010 the payout percentage will range from a minimum of 75% to a maximum of 125% of the available bonus pool. For calendar year 2011, the payout percentage will range from a minimum of 50% to a maximum of 150% of the available bonus pool.

## **ARTICLE XXI**

### **General**

- 21.1** Death in Immediate Family - Regular employees called away from work due to death in immediate family shall, in accordance with the following, be allowed time off with pay to attend the funeral.
- 21.2** Regular employees may be granted three (3) days off duty with pay to attend such funeral. Any further extension of time off with pay must be approved by the Vice President. Each case will be determined by its merits and based upon recommendations received from the supervisor.
- 21.3** Members of the immediate family are considered to be spouse, domestic partner, child, parent, parent-in-law, grandparent, grandchild, brother or sister, grandparent-in-law, stepchild, half-brother or half-sister, foster parents, son-in-law, and daughter-in-law.
- 21.4** Employees shall be allowed time off with pay to serve as jurors; however, any compensation, exclusive of mileage allowances, received while serving as a juror, shall be remitted to the Company unless jury duty is served on employee's scheduled day off.
- 21.5** It is understood that a two employee call-out will prevail when hazardous situations (such as weather, distance from radio communications, type of work, etc) exists.

**ARTICLE XXII**

**Conclusion**

**22.1** This Agreement shall be binding upon the successors and assigns 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.

IN WITNESS WHEREOF, the parties hereto affix their signatures subject to the approval of the International President of the International Brotherhood of Electrical Workers, AFL-CIO.

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_  
Denise Baumbach  
SVP General Manager – West Reg  
Frontier Communications

\_\_\_\_\_  
Tom Dalzell  
IBEW Local Union 1245  
Business Manager

## ARTICLE A

### ELKO TELEPHONE WAGE SCHEDULE Effective May 1, 2007

	Group A	Group B Level I	Group B Level II	Group C	Group D	Group E	Group F
Start	15.33	10.00		16.13	16.52	17.82	18.06
12 Months	16.29	12.00		16.90	17.43	18.96	19.40
24 Months	17.34	14.00		17.86	18.31	20.21	20.72
36 Months	18.41	15.99	18.85	18.82	19.40	21.56	22.13
48 Months	19.86			19.97	20.68	24.57	23.67
60 Months				20.99	21.82	25.39	25.31
72 Months				22.07	23.07	26.19	27.14

### ELKO JOB CLASSIFICATIONS

1. Administrative Clerk and Service Representative Level I & II:
  - i. All new hires for this job classification will be placed on the Level I wage scale.
  - ii. The annual general wage increase will be paid in a lump sum to employees in the class of Administrative Clerk and Service Representative Level I & II.

GROUP A	-	Plant Clerk Engineering Clerk
GROUP B	-	Administrative Clerk, Service Representative
GROUP C	-	Draftsperson
GROUP D	-	Network Support Technician
GROUP E	-	Communications Technician* (Previously lineman, I&R Tech., Line Assigner, Material Supply Person (Present Incumbent)
GROUP F	-	Splicing Technician, Network Technician (Previously COE Repair Technician, PBX I&R Technician), Complex Line Assigner, Test Desk Technician, C. O. Technician

## ARTICLE A

### ELKO TELEPHONE WAGE SCHEDULE

Effective May 1, 2008

	Group A	Group B Level I	Group B Level II	Group C	Group D	Group E	Group F
Start	15.72	10.00		16.54	16.94	18.27	18.51
12 Months	16.69	12.00		17.32	17.86	19.44	19.89
24 Months	17.78	14.00		18.30	18.76	20.72	21.23
36 Months	18.87	15.99	18.85	19.29	19.89	22.09	22.68
48 Months	20.36			20.47	21.20	25.18	24.26
60 Months				21.52	22.37	26.02	25.94
72 Months				22.62	23.65	26.84	27.82

### ELKO JOB CLASSIFICATIONS

2. Administrative Clerk and Service Representative Level I & II:
  - i. All new hires for this job classification will be placed on the Level I wage scale.
  - ii. The annual general wage increase will be paid in a lump sum to employees in the class of Administrative Clerk and Service Representative Level I & II.

GROUP A	-	Plant Clerk Engineering Clerk
GROUP B	-	Administrative Clerk, Service Representative
GROUP C	-	Draftsperson
GROUP D	-	Network Support Technician
GROUP E	-	Communications Technician* (Previously lineman, I&R Tech., Line Assigner, Material Supply Person (Present Incumbent)
GROUP F	-	Splicing Technician, Network Technician (Previously COE Repair Technician, PBX I&R Technician), Complex Line Assigner, Test Desk Technician, C. O. Technician



## ARTICLE A

### ELKO TELEPHONE WAGE SCHEDULE

Effective May 1, 2009

	Group A	Group B Level I	Group B Level II	Group C	Group D	Group E	Group F
Start	16.11	10.00		16.95	17.36	18.73	18.97
12 Months	17.11	12.00		17.76	18.31	19.92	20.39
24 Months	18.22	14.00		18.76	19.23	21.24	21.76
36 Months	19.34	15.99	18.85	19.77	20.39	22.65	23.25
48 Months	20.87			20.98	21.73	25.81	24.87
60 Months				22.05	22.93	26.67	26.59
72 Months				23.19	24.24	27.57	28.52

### ELKO JOB CLASSIFICATIONS

3. Administrative Clerk and Service Representative Level I & II:
  - i. All new hires for this job classification will be placed on the Level I wage scale.
  - ii. The annual general wage increase will be paid in a lump sum to employees in the class of Administrative Clerk and Service Representative Level I & II.

GROUP A	-	Plant Clerk Engineering Clerk
GROUP B	-	Administrative Clerk, Service Representative
GROUP C	-	Draftsperson
GROUP D	-	Network Support Technician
GROUP E	-	Communications Technician* (Previously lineman, I&R Tech., Line Assigner, Material Supply Person (Present Incumbent)
GROUP F	-	Splicing Technician, Network Technician (Previously COE Repair Technician, PBX I&R Technician), Complex Line Assigner, Test Desk Technician, C. O. Technician

## ARTICLE A

### ELKO TELEPHONE WAGE SCHEDULE

Effective May 1, 2010

	Group A	Group B Level I	Group B Level II	Group C	Group D	Group E	Group F
Start	16.51	10.00		17.37	17.79	19.20	19.45
12 Months	17.54	12.00		18.20	18.76	20.42	20.90
24 Months	18.68	14.00		19.23	19.71	21.77	22.31
36 Months	19.82	15.99	18.85	20.27	20.90	23.21	23.83
48 Months	21.39			21.50	22.27	26.46	25.49
60 Months				22.61	23.50	27.34	27.25
72 Months				23.77	24.85	28.20	29.23

### ELKO JOB CLASSIFICATIONS

4. Administrative Clerk and Service Representative Level I & II:
  - i. All new hires for this job classification will be placed on the Level I wage scale.
  - ii. The annual general wage increase will be paid in a lump sum to employees in the class of Administrative Clerk and Service Representative Level I & II.

GROUP A	-	Plant Clerk Engineering Clerk
GROUP B	-	Administrative Clerk, Service Representative
GROUP C	-	Draftsperson
GROUP D	-	Network Support Technician
GROUP E	-	Communications Technician* (Previously lineman, I&R Tech., Line Assigner, Material Supply Person (Present Incumbent)
GROUP F	-	Splicing Technician, Network Technician (Previously COE Repair Technician, PBX I&R Technician), Complex Line Assigner, Test Desk Technician, C. O. Technician

## **ARTICLE B – Job Descriptions**

### **ADMINISTRATIVE CLERK**

Screens work orders; processes accounts payable; processes employee time cards and expenses; prepares various periodical reports; and performs other related duties assigned.

### **COMPLEX LINE ASSIGNER**

An employee assigned to make cable assignments on larger services and to maintain appropriate records related thereto; performs necessary duties related to complex line assigning.

### **DRAFTSPERSON**

An employee assigned to drafting duties for outside and central office engineering groups and other departments; and posts plant records; and updates base maps and wiring diagrams.

### **LINE ASSIGNER**

An employee assigned to make residential cable assignments and maintain appropriate records; works with held order book and small blanket and specific work orders, and other necessary clerical duties related to line assigning.

### **NETWORK SUPPORT TECHNICIAN**

An employee assigned to Network Support will be assigned to local purchases/requisitions/invoicing, etc. In addition, the employee will do coin collection and maintenance and data entry for various purposes as assigned.

### **PLANT CLERK**

Maintains records pertaining to the Service Center and performs all other clerical related functions as assigned.

### **SERVICE REPRESENTATIVE**

(includes Customer Representative, Test Center Clerk, and PBX Turret Operator)

An employee who processes and handles all facets of Business and Residential accounts including service and trouble activity; maintains commercial and plant records and reports relative to collective activity, final accounts, accounts receivables, processing trouble reports, simple facility assignments, fill reports and all associated plant records. Responsibilities will include cash drawer balances, performs data input

and digital office programming for service activity and other functions relative to the operations of the service center, including PBX Turret functions.

#### SPLICING TECHNICIAN

An employee assigned splicing duties to Company's specifications.

#### TEST DESK TECHNICIAN

An employee assigned to operate the local test boards and necessary testing for service orders, and trouble and cable rearrangements.

#### COMMUNICATIONS TECHNICIAN, (LEVEL 1)

Job Duty Elements of a Communications Technician, (Level 1), should include:

1. Basic Installation & Repair - Responsible for installing and maintaining all network lines, (analog, voice and simple leased line circuits, CATV service).
2. Subscriber Carrier Maintenance - Responsible for provisioning service as well as testing/replacing electronic components under supervision of a Network Technician. Responsible for Digital AML installation/repair.
3. Basic Inspection - Based on visual inspection, responsible for ensuring network construction guidelines are met.
4. Basic Splicing - Responsible for splicing all standard copper cables and simple enclosures.
5. Cable Locators - Responsible for locating and working underground cable facilities.
6. Test Equipment - Responsible for using all appropriate test equipment in order to perform above duties.
7. Responsible for all other duties as required within limits of employee capability.

NOTE: Employee required to perform a combination of tasks 1 through 6 the majority of his/her time on a regular basis.

## NETWORK TECHNICIAN - (LEVEL 2)

An employee responsible for the installation and maintenance of complex key systems, PBX systems, and data services [DDS, Switched 56, and HICAP circuits], in accordance with product specific training and Company specifications. This position is also responsible for using all appropriate test equipment in order to perform these duties. Responsibilities also include other related duties as required, within the limits of the employee's capabilities.

## C. O. TECHNICIAN

An employee responsible for maintaining central office switching and transmission facilities, including subscriber carrier systems and other related facilities in accordance with product specific training and Company specifications. This position is also responsible for using all appropriate test equipment in order to perform these duties. Responsibilities also include other related duties as required, with the limits of the employee's capabilities.

### **ARTICLE C – Explanatory Statements**

New job title classifications - The job classification for Communications Technician contains multiple duties and functions. The Company will expect individual employees so classified to perform only those duties and functions for which they are trained and equipped.

### **ARTICLE D – Employee Discounts**

The Company will provide employees with discounted telecommunications services and, if available, High Speed Internet of other services, in accord with 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. Notwithstanding the foregoing, the Company will continue to provide employees with a discount of not less than 50% (before taxes) of what customers pay for covered telecommunication packages. In addition, any employee on the payroll as of April 30, 2007 who is on the grandfathered 75% concession telephone benefit will continue to receive the grandfathered benefit; however, if such an employee chooses to elect the current discount program, the employee may not later elect to return to the grandfather benefit.

### **ARTICLE E - Uniforms**

The Company will provide to employees in the uniform program an adequate amount of work shirts for exchange over a 2 week period. Employees who are required to wear uniform apparel will be identified by the Company. All other required apparel will be provided at the Company's discretion. The IBEW union logo will be on the shirt, at the request of the employee. The following job classifications may voluntarily choose to wear Company work shirts: Administrative Clerk, Complex Line Assigner, Draftsperson,

Plant Clerk on the same basis as all other employees. However, if an employee in this group decides that he/she wants to participate in the uniform program, the employee must do so for a 1 year period.

Replacement of all clothing will be subject to normal wear/tear or loss. The Company will be responsible for cleaning and maintenance of all clothing. Issues related to style, color, etc. will be resolved by local management and union representatives. Upon request from an employee, the Company will provide cotton uniform shirts. Employees affected by this Agreement shall be expected to wear the appropriate approved clothing.

#### **ARTICLE F – Incentive Compensation & Sales Activities**

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.

The Company and Union acknowledge that the selling of the Company's products and services is vital to the Company's success. Both parties expect all employees to participate in promoting the sale of the Company's products and services; however, non-commissioned employees shall not be subject to sales quotas or associated disciplinary action.