

**AGREEMENT**

**between**

**CITIZENS TELECOMMUNICATIONS OF GOLDEN STATE, 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:**

**August 20, 2016 – August 19, 2020**

## TABLE OF CONTENTS

	PAGE
AGREEMENT	1
WITNESSETH	1
ARTICLE 1 - INTRODUCTION	
1.1 - Public Service	1
1.2 - Intention of Agreement	1
1.3 - Equal Employment Opportunity	1
ARTICLE 2 - RECOGNITION	
2.1 - Recognition	2
ARTICLE 3 - UNION SECURITY	
3.1 - Union Membership	2
3.2 - New Employees	2
3.3 - Notification	2
3.4 - Union Dues "Check Off"	2
3.5 - Union Representation at Disciplinary/Investigatory Meetings	3
ARTICLE 4 - COMPANY-UNION RELATIONS	
4.1 - Cooperation	3
4.2 - No Strike – No Lockout	3
4.3 - Outside Employment	4
4.4 - Picket Lines	4
4.5 - Union Bulletin Boards	4
4.6 - Union Members - Impartial Treatment	5
4.7 - Amendment of Agreement	5
4.8 - Company's Right to Manage	6
4.9 - Assignment of Work	6
4.10 - New Job Classification	6-7
4.11 - Agreement Binding on Successors	8
ARTICLE 5 - DESIGNATION OF EMPLOYEES	
5.1 - Designation of Employees	8
5.2 - Regular Employees	8
5.3 - Probationary Employees	8
5.4 - Discharging and Suspending Employees and Demoting for Misconduct	8
5.5 - Qualified and Trainee Employees	9
5.6 - Full-Time Employees	9

## TABLE OF CONTENTS

## PAGE

### ARTICLE 5 - DESIGNATION OF EMPLOYEES (Cont'd)

5.7 - Part-Time Employees	9
5.8 - Part-Time Benefits	9
5.9 - Temporary Employees	9

### ARTICLE 6 - SENIORITY

6.1 - Seniority Defined	10
6.2 - Seniority Dispute	10
6.3 - Part-Time Employees	10
6.4 - Loss of Seniority Accrual	10
6.5 - Bridging of Service	10
6.6 - Seniority List	11

### ARTICLE 7 - WORK WEEK

7.1 - Work Week	11
7.2 - Rest Periods	11
7.3 - Meal Periods	11
7.4 - Exchange of Shifts	11
7.5 - Four Day Work Weeks	11

### ARTICLE 8 - SELECTION OF SHIFTS

8.1 - Selection of Shifts	12
8.2 - Shift Changes	13
8.3 - Assigning Work Hours	13

### ARTICLE 9 - PAY DAYS

9.1 - Pay Period	13
------------------	----

### ARTICLE 10 - Short Term Disability

10.1 - Short Term Disability	14
10.2 - State Disability	14
10.3 - Misrepresentation - Sick Leave	14
10.4 - Absenteeism and Tardiness Counseling	15
10.5 - Excessive Absenteeism and Tardiness	15
10.6 - Industrial Injury/Illness	15
10.7 - Light Duty Requirement	15
10.8 - Leave of Absence Industrial Injury	15

### ARTICLE 11 - Paid Time Off (PTO)

11.1 - PTO Eligibility	16
11.2 - Effect of Leaves of Absence on Accrued PTO	17
11.3 - PTO Pay	17
11.4 - PTO Scheduling	17
11.5 - PTO at Termination	18

## TABLE OF CONTENTS

	<b>PAGE</b>
ARTICLE 12 - HOLIDAYS	
12.1 – Holidays	19
ARTICLE 13 - OVERTIME PAY	
13.1 - Overtime Pay	19
13.2 - Overtime - Voluntary Change of Shift	20
13.3 - Holiday Pay - Computation of Weekly Overtime	20
13.4 - Overtime - Paid in Money	20
13.5 - Holiday Overtime Pay	20
13.6 - Standby	20
13.7 - Call Outs	20
13.8 - Rest Periods	21
13.9 - Meal Allowance/Reimbursement While Working Overtime	21-22
ARTICLE 14 - HEADQUARTERS	
14.1 - Headquarters	22
14.2 - Establishment of Headquarters	22
14.3 - Temporary Transfers	22
14.4 - Travel Time	22
14.5 - Return to Home	22
14.6 - Overnight Trip	23
ARTICLE 15 - PROMOTIONS	
15.1 - Promotional Opportunities	23
15.2 - Internal Promotions	23
15.3 - Definition of Promotion	23
15.4 - Consideration When Filling Vacancies	23
15.5 - Time Limit for Company to Transfer	23
15.6 - Break-In Time	23
15.7 - Time In Position	24
15.8 - Bid Selection Dispute	24
ARTICLE 16 - LAYOFF PROCEDURE	
16.1 - General Rules	24
16.2 - Notice of Reduction	24
16.3 - Layoff Procedure	24
16.4 - Notification When Retaining a Junior Employee	24
16.5 - Recall Rights	25
16.6 - Recall Process	25
16.7 - Service Credit and Wage	25
16.8 - Layoff Allowance	25
16.9 - Part-Timing	25
16.10 - Violation of Article	26

## TABLE OF CONTENTS

	<b>PAGE</b>
<b>ARTICLE 17 - LEAVE OF ABSENCE</b>	
17.1 - Death in Family	26
17.2 - Voting/Service on Election Board	26
17.3 - Jury Duty	26
17.4 - Union Activities	26
17.5 - Leave of Absence	27
17.6 - Code of Conflict	27
17.7 - Witness Pay	27
<b>ARTICLE 18 - EMPLOYEE CONDUCT AND GENERAL RULES</b>	
18.1 - Code of Conduct	27
18.2 - Transportation	27
18.3 - Company Tools	28
18.4 - Bargaining Unit Work	28
18.5 - Travel To/From Training School	28
18.6 - Employee Discounts	28
<b>ARTICLE 19 - APPAREL &amp; APPEARANCE</b>	28
<b>ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE</b>	
20.1 - Statement of Intent	29
20.2 - Grievance Procedure - Step One	29
20.3 - Grievance Procedure - Step Two	29
20.4 - Grievance Procedure - Step Three Review Committee	30
20.5 - General Provisions	30
20.6 - Arbitration Procedure	31
20.7 - Individual Dispute Adjustment	32
<b>ARTICLE 21 - SAFETY</b>	
21.1 - Safety	33
21.2 - Safety Rules	33
21.3 - Personal Protective Equipment (PPE)	33
21.4 - Tool/Vehicle Inspection	33
21.5 - Gloves and Work Boots	34
21.6 - Inclement Weather	34
21.7 - First Aid Training	34
21.8 - Sanitary Conditions	34
<b>ARTICLE 22 - LABOR/MANAGEMENT COMMITTEE</b>	
22.1 - Union/Management Meetings	34

## TABLE OF CONTENTS

	<b>PAGE</b>
<b>ARTICLE 23 - JOB TITLES</b>	
23.1 – Job Titles	35
<b>ARTICLE 24 - EMPLOYEE BENEFIT PROGRAMS</b>	
24.1 - Benefit Plans/Contributions	36
24.2 - 401(k) Savings Plan	36
24.3 - Plan Amendments, Termination, or Replacement	36
24.4 - Benefits Carrier Selection	36
24.5 - Employee Contributions	37
24.6 - Benefit Schedule	37
<b>ARTICLE 25 - COMPENSATION</b>	
25.1 - Starting Wage Rates	38
25.2 - Promotions and Transfers	38
25.3 - Pay for Performance	38-39
25.4 - Certification Differential	40
25.5 - In-Charge Differential	40
25.6 - Ineligibility for Bonus and Profit Sharing Program	40
25.7 – Spanish Language Fluency Differential	41
<b>ARTICLE 26 - TERM OF AGREEMENT</b>	
26.1 - Term	41
26.2 - Remain In Force	41
26.3 - Effect of Agreement	41
<b>ARTICLE 27 – INCENTIVE COMPENSATION AND SALES ACTIVITIES</b>	
27.1 - Implementation	41
27.2 - Employee Participation	41
<b>MEMORANDUM OF AGREEMENT</b>	
Headquarter	43
Contracting and/or Outsourcing	44

## **AGREEMENT**

**THIS AGREEMENT** made and entered into in Vacaville, California this **20th** day of **August, 2016** by and between **CITIZENS TELECOMMUNICATIONS OF GOLDEN STATE, INC.**, hereinafter referred to as "the Company", and the **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS IBEW Local Union 1245**, hereinafter referred to as the "Union".

**WHEREAS**, the Company and the Union agree that they will at all times treat one another responsibly and with respect, and will cooperate in an effort to promote harmony and efficiency among the Company's employees;

**WHEREAS**, the Company and the Union recognize the importance of maintaining and promoting equitable and harmonious labor and employee relations while achieving the highest possible level of productivity, efficiency, and customer service and satisfaction in an increasingly competitive, technology-driven environment;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements herein contained, the parties hereto mutually agree as follows:

### **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**

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 the general public, the Company, or any employee.

#### **1.3 EQUAL EMPLOYMENT OPPORTUNITY**

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.

## **ARTICLE 2**

### **RECOGNITION**

#### **2.1 RECOGNITION**

The Company recognizes the Union as the exclusive representative of employees in the job title(s), at its Colusa and Shingle Town, California facilities, listed in Section 23.1 of Article 23, Job Titles, as certified by the National Relations Labor Board in Case No. 20-RC-18096, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, and for the purpose of entering into agreements with respect thereto:

## **ARTICLE 3 UNION SECURITY**

#### **3.1 UNION MEMBERSHIP**

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 NEW EMPLOYEES**

The Company agrees to advise new employees of the existence of this Agreement, and to furnish the new hire with the names of the local shop stewards.

#### **3.3 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.

#### **3.4 UNION DUES "CHECK OFF"**

(a) The Company agrees that, upon receipt of an individual's written authorization card, in a form approved by the Company and signed by an employee covered by this Agreement, it will deduct monthly, from such employees' wages, the amount of Union dues specified in such authorization and forward the amount in one check to the Financial Secretary of Local Union 1245, I.B.E.W. All such authorizations shall be submitted on and shall be subject to all conditions contained in the Union Dues Deduction Authorization Card. Authorizations will



continue in effect only during such periods as this Agreement is in effect and the authorization remains unrevoked by the employee.

(b) The Union agrees to indemnify and hold the Company harmless from any and all manner of claims, demands, suits, action or other forms of liability which may arise against it on account of the deduction of Union dues hereunder and the paying over of the same to the Union in accordance with the provisions hereof.

(c) An employee's authorization shall be automatically suspended when an employee is:

- (1) removed from the payroll of the Company
- (2) transferred out of the bargaining unit, or
- (3) on a leave of absence in excess of 30 Calendar days duration or longer

The Dues Authorization will be reinstated automatically, when the employee returns to work in the bargaining unit.

### **3.5 UNION REPRESENTATION AT DISCIPLINARY AND INVESTIGATORY MEETINGS**

(a) At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge) is to be announced, or at any meeting with an employee for the purpose of conducting an investigatory interview which may lead to such discipline of the employee, a Union Representative may be present if the employee so requests. The Union Representative will be excused and paid for any time spent during his or her scheduled hours to attend, and travel to and from, the meeting.

(b) A claimed violation of this Article may be grieved and arbitrated pursuant to the applicable provisions of this Agreement.

## **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 NO STRIKE - NO LOCKOUT**

(a) The Union agrees that it will not call, encourage, authorize, ratify or engage in any strike, slowdown, sympathy strike, or other interference with or interruption of work, for any reason, during the term of this Agreement or any renewal term hereof.

- (b) The Company agrees not to lock out employees during the term of this Agreement.
- (c) Each employee agrees that he will not himself or with or for others engage in any violations of the prohibition of Section (a) above for any reason during the term of this Agreement. Any breach of this article by any employee or group of employees shall be grounds for discipline up to and including discharge or such other lawful disciplinary action as the Company may elect to impose
- (d) Should any strike, slowdown or work stoppage occur in violation of Section (c) above, the Union shall act promptly to terminate such action and bring about an immediate return to normal operations. In the event of a violation of Sections (a) and/or (c) of this Article, the Company may immediately seek injunctive and other relief in a court of appropriate jurisdiction without resort to the grievance or arbitration procedures of this Agreement.
- (e) A claimed violation of this Article may be grieved and arbitrated pursuant to the applicable provisions of this Agreement.

#### **4.3 OUTSIDE EMPLOYMENT**

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**

An employee shall not be required to pass through a picket line recognized by this Union where the Company is notified of violence or threatening activity. 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 Union shall be permitted reasonable space on Company property for Union bulletin boards furnished by the Union. The location, number, size, and construction of such bulletin boards will be subject to the approval of the Company. The Union will post on bulletin boards announcements of Union meetings, nomination and elections of Union officers, information regarding bargaining, recreational and social activities, or such other matters that are not controversial, or derogatory to the Company, and so long as the postings are not otherwise deemed objectionable by the Company. In the event any supervisor with responsibility for the location at which the matter is posted, or any higher ranking manager of the Company, complains to any official of the Union that the matter posted is objectionable, the Union will immediately remove such material. If the material is not immediately removed, the Company may remove it.

#### **4.6 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.

#### **4.7 AMENDMENT OF AGREEMENT**

- (a) This Agreement sets forth in its entirety the parties' understanding as to what constitute the negotiated terms and conditions of employment applicable to the employees covered by this Agreement.
  
- (b) Any amendment of this Agreement, which includes additions, changes, clarifications, interpretations, and deletions, in order to be binding and enforceable, must be committed to writing and signed by at least one representative of each party who is duly authorized to amend this Agreement (see Section 5(e) of this Article).
  
- (c) No local agreement, commitment or past practice is binding on or enforceable against either party unless it has been reduced to writing and incorporated into this Agreement or has been approved in writing by at least one representative of each party who is duly authorized to amend this Agreement (see Section 5 of this Article). As used in this Article, "local" means an agreement, commitment, or past practice that has not been reduced to writing and made part of this Agreement.
  
- (d) Any interpretation of a provision of this Agreement, including a claimed past practice or policy that is said to implement, clarify or give meaning to a provision of this Agreement, shall not be binding or enforceable unless acknowledged in writing and signed by at least one representative of each party who is duly authorized to amend this Agreement (see Section 5(e) of this Article).
  
- (e) The representatives of the parties who are duly authorized to amend this Agreement are:

For the Company:

- a. Vice President – Labor Relations
- b. Assistant Vice President – Labor Relations
- c. Director – Labor Relations

For the Union:

- a. Business Manager
  - b. Business Representatives
- (f) Upon execution, any amendment/supplemental agreement having Company-wide application will be posted by the Company on a Company bulletin board at each reporting center.

- (g) Nothing in this Article may be construed to diminish or otherwise affect the Company's rights under Section 4.8 of this Article, "Company's Right to Manage".

#### **4.8 COMPANY'S RIGHT TO MANAGE**

- (a) 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 reasonable work rules and regulations including but not limited to those pertaining to attendance, performance standards and measures, dress code, on the job conduct, 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.
- (b) 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 clearly and specifically relinquished in the Agreement.

#### **4.9 ASSIGNMENT OF WORK**

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. The provisions of this Agreement shall be construed and administered to promote the principle and objectives stated above. In the event there is more than one job classification set forth in this Agreement, job duties shall be assigned and performed by all classifications, consistent with employees' qualifications, experience, training, and personal and public safety considerations, without regard to any work jurisdiction limitations and in a manner that accomplishes the purposes of this Section.

#### **4.10 NEW JOB CLASSIFICATIONS**

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, 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, he or she 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 will 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 the new job classification is compensated equitably.
  - 4. A written decision as to the appropriate compensation package 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 120 days.

5. The costs of the third party neutral, and any associated administrative costs imposed by a third-party administrator to which the parties have mutually agreed, will be borne by the Company.

#### **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 material respect 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**

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**

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 DISCHARGING AND SUSPENDING EMPLOYEES AND DEMOTING FOR MISCONDUCT**

- (a) The Company will have just cause before discharging or suspending an employee, or demoting an employee for misconduct, where the employee has at least 12 months of credited service with the Company at the time of his or her discharge, suspension, or demotion for misconduct.
- (b) The Union may grieve and arbitrate a claimed violation of Section 5.4(a) pursuant to the applicable grievance and arbitration provisions of this Agreement.

- (c) The Union may grieve, but may not arbitrate, the discharge, suspension, or demotion of an employee who has less than 12 months of credited service at the time of his or her discharge, suspension, or demotion.

## **5.5 QUALIFIED AND TRAINEE EMPLOYEES**

An employee shall be placed in one of the following categories:

- (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 such job titles and headquarters.
- (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.

## **5.6 FULL-TIME EMPLOYEE**

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

## **5.7 PART-TIME EMPLOYEE**

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 on a full-time basis to relieve a Full-time employee for vacation, sick leave, etc. or may work full-time up to 30 calendar days on special projects per calendar year.

## **5.8 PART-TIME BENEFITS**

Part-time employees shall receive pro-rata vacation, sick leave, and holidays based on straight time hours worked. Part-time employees are entitled to no other benefits.

## **5.9 TEMPORARY "EMPLOYEES"**

A temporary (contract) employee is a person who is employed for a work period, normally not to exceed twelve (12) months. Such employees shall have no rights or privileges under the terms of this Agreement. When a temporary (contract) employee remains on property longer than twelve (12) months, the Company shall notify the Union.

A claimed violation of this Article may be grieved and arbitrated pursuant to the applicable provisions of this Agreement.

## **ARTICLE 6 SENIORITY**

### **6.1 SENIORITY DEFINED**

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.

### **6.2 SENIORITY DISPUTE**

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 Local Shop 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**

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 twelve (12) 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.

### **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**

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 day notice by the Union.

A claimed violation of this Article may be grieved and arbitrated pursuant to the applicable provisions of this Agreement.

## **ARTICLE 7 WORK WEEK**

**7.1 WORK WEEK** - The work week shall begin at 12:01 a.m. Sunday, and end Saturday at 12:00 midnight. Subject to the needs of the business and except for four day work weeks (see Section 7.5), the regular work week will consist of five (5) consecutive days or nights, each day or night consisting of eight (8) consecutive hours. The number of employees placed on night or split shifts will be based upon business or service requirements.

**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. In the event an employee is required to work more than 10 hours in a day, the employee may take a second unpaid meal period of 30 minutes.

## **7.4 EXCHANGE OF SHIFTS**

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**

Note: In the event the provisions of California law governing alternative workweeks (Labor Code Section 511) are deemed applicable to collectively bargained-for employees, the scheduling of a 4 day work week with 10 hour shifts shall be governed by the provisions of that Section, but only to the extent the provisions of this Section 7.5 are inconsistent with the provisions of Labor Code Section 511. Any provisions of this Section that are not inconsistent with the provisions of Labor Code Section 511 shall have full force and effect.

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, 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 where the needs of the business permit doing so.

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, a four-day work week will be assigned to qualified employees on a rotating basis, starting with the least senior qualified employee in the affected work group(s).
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 or in excess of 10 hours in a day.
5. Pay allowances for absent time (including short term disability absence) occurring during four-day work weeks will be subject to the conditions specified in this Agreement. When pay treatment is calculated on a daily as opposed to an hourly basis (such as bereavement leave days versus short term disability absence), 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. Paid Time Off (PTO) will be charged hour for hour based on the number of hours actually scheduled on the tour in question. If an employee has exhausted PTO and is absent on a day or days that would require the use of PTO time, there will be no pay for the number of hours scheduled on those day(s) of absence.
7. For calendar weeks containing Holidays recognized under the Agreement, the Company will revert to a five-day schedule.
8. Except as otherwise provided above, four-day work weeks will be administered in accordance with the applicable provisions of this Agreement.

A claimed violation of this Article may be grieved and arbitrated pursuant to the applicable provisions of this Agreement.

## **ARTICLE 8 SELECTION OF SHIFTS**

### **8.1 SELECTION OF SHIFTS**

(a) It is the intent of the parties that employees are allowed to remain on preferential shifts based on the employee's seniority, subject to employees' qualifications and the needs of the Company.

A regular employee shall have the qualified right under Section 8.1 (a) to select shifts under the following conditions:

1. When relative seniority in job titles is affected;

2. When the Company adds, deletes or changes a shift (work hours/days).
  - i. Shift schedules shall be posted 10 calendar days prior to the date for which said schedule is to be in effect.
3. All other employees shall select shifts when they become vacant or by request by an employee in the affected work group, but not more than once in a twelve (12) week period.
4. Holidays that fall within the shift schedules will be posted for bid under the guidelines of Article 12.5.

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

## **8.2 SHIFT CHANGES**

In the event a regular employee's shift is changed, other than noted in Section 8.1 and on less than 48 hours' 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, after which the employee will be paid his/her regular wages. With at least 48 hours' 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, the shift change penalty shall be waived 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**

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**

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 employee's 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**  
**SHORT TERM DISABILITY PAY**

**10.1 SHORT TERM DISABILITY**

Employees are eligible for Short Term Disability (STD) coverage in accordance with the terms of the Frontier Communications' STD policy which is in effect at the time the employee becomes eligible for STD coverage.

- a. At its discretion, the Company may require the employee on illness or disability absence (see paragraph (b) below) or STD to provide medical certification of the employee's inability to work due to illness or disability. The Company may also require medical certification that the employee is able return to work following an absence due to illness or disability. Medical updates may be required periodically during such a leave. At the Company's sole discretion, an independent medical examination may be conducted, at the Company's expense.
- b. Coverage under the STD policy begins on the sixth (6<sup>th</sup>) consecutive work day of an employee's absence due to illness or disability. The first five (5) consecutive working days of absence due to illness will be deducted from an employee's PTO allocation. If an individual does not have any PTO time available these first five (5) days are unpaid. An employee who needs to take an individual day(s) for illness is to use PTO.
- c. Beginning on the sixth (6<sup>th</sup>) consecutive working day, the employee will be covered by the Company's STD policy and procedures.

A claimed violation of this Section may be grieved and arbitrated pursuant to the applicable provisions of this Agreement.

**10.2 STATE DISABILITY**

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 shall be responsible for timely applying for SDI. Whether or not an employee applies for SDI, the amount an employee is entitled to receive will be deducted from STD.

**10.3 MISREPRESENTATION – SHORT TERM DISABILITY**

The Company, having just cause to believe an employee misrepresents him/herself as having a bona fide non-industrial illness/injury and/or falsifies a related Company document, may discharge said employee and all Short Term Disability (STD) paid shall be reimbursed to the Company.

#### **10.4 ABSENTEEISM AND TARDINESS COUNSELING**

An employee who is absent and/or tardy on two (2) or more occasions in a six (6) month rolling period shall be subject to Company absenteeism and/or tardiness counseling.

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

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.

#### **10.6 INDUSTRIAL INJURY/ILLNESS**

To the extent required by law (if any), and only to such extent, a regular employee who is off work as a result of an on-the-job 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. 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 Company-selected or approved physician.

#### **10.7 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 on-the-job 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. A physician shall determine the duration of any such period of temporary and only in terms of when the light duty work may be initiated and/or an employee may return to work. 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).

#### **10.8 LEAVE OF ABSENCE INDUSTRIAL 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 will give consideration to placing 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 is subject to layoff under Article 16.

**ARTICLE 11  
PAID TIME OFF**

**11.1 PTO eligibility:** PTO is an allotted number of excused paid days provided to each employee for such things as personal illness, family matters or personal business as well as for vacation. An employee’s total annual allocation of PTO days is available as of January 1 of each year because employees are permitted to borrow prospectively from their annual allocation within the same calendar year. In all instances, use of PTO is subject to the approval of the employee’s supervisor or scheduling. PTO is accrued monthly on the 16<sup>th</sup> of the month.

Regular employees will be granted PTO days in each calendar year on the following basis:

- a. Annual PTO allotment is accrued on the following basis:

**Employees hired on or before August 1, 2010**

<b>Length of Service (as of 12/31 of the plan year)</b>	<b>Annual Allocation</b>	<b>Monthly Accrual Rate</b>
	<b>Full-time Employee</b>	<b>Full-time Employee</b>
<b>Fewer than 5 years</b>	<b>20 days</b>	<b>1.667</b>
<b>5 years but fewer than 10 years</b>	<b>25 days</b>	<b>2.083</b>
<b>10 years but fewer than 15 years</b>	<b>27 days</b>	<b>2.250</b>
<b>15 years or more but fewer than 20 years</b>	<b>30 days</b>	<b>2.500</b>
<b>20 years but fewer than 25 years</b>	<b>32 days</b>	<b>2.667</b>
<b>25 or more years</b>	<b>35 days</b>	<b>2.917</b>

**Employees hired after August 1, 2010**

<b>Length of Service (as of 12/31 of the plan year)</b>	<b>Annual Allocation</b>	<b>Monthly Accrual Rate</b>
	<b>Full-time Employee</b>	<b>Full-time Employee</b>
<b>Less than 1 Year Service as of 1/1 of the plan year</b>	<b>7 days</b>	<b>0.5833</b>
<b>1 Year but fewer than 5 years</b>	<b>20 days</b>	<b>1.667</b>
<b>5 years but fewer than 10 years</b>	<b>25 days</b>	<b>2.083</b>
<b>10 years but fewer than 15 years</b>	<b>27 days</b>	<b>2.250</b>
<b>15 years or more</b>	<b>30 days</b>	<b>2.500</b>

An employee may Carryover up to a maximum of five (5) PTO days (from one calendar year to the next) and will continue to accrue PTO through March 31 of the Carryover year. All Carryover PTO must be exhausted by March 31 of the Carryover year otherwise the

employee will not accrue additional PTO in the new calendar year until all of the Carryover PTO is taken.

Employees who are entitled to twenty (20) or more days of PTO under this Article may, with supervisory approval, receive straight time pay, in one five (5) day increment only, in lieu of taking one (1) full week of PTO during the PTO year.

Part time employees are calculated (using accrual rate above) on a pro-rated basis based on the number of regular hours worked.

**b. Terminations of Employment**

If an employee takes PTO before it has actually accrued, and his or her employment is terminated before the PTO taken has been accrued, the Company will deduct the unearned PTO from the employee's final pay, subject to any provision in state and federal law to the contrary.

**11.2 EFFECT OF LEAVES ON ACCRUED PTO:** Employees do not accrue PTO time during leaves of absence whether the leave of absence is unpaid or compensated through short- or long-term disability. In any month in which an employee's leave begins or ends, whether the leave is unpaid or compensated through short- or long-term disability, the employee will only accrue PTO in such a month if the employee has completed at least eighty-six (86) regular hours of work (including excused paid time off, but excluding overtime) in that month. For months in which an employee does not accrue PTO, the employee's PTO allotment will be reduced using the table in Section 11.1(a).

**11.3 PTO Pay.** Payments per week of PTO will be equal to the employee's basic hourly wage rate times the hours the employee is regularly scheduled to work in a normal week.

a. PTO time will continue to accrue during time off due to the following:

- i. Occupational accident(s) not in excess of one year;
- ii. Company paid time on account of holidays, vacations, jury service, or death in the employee's family;
- iii. Any excused time taken off by the employee (without pay by the Company) in order to permit the employee's participation in required reserve, or National Guard, Military Service training (normally not more than two weeks); or,
- iv. Time off duty as a result of the employee's induction into military service, provided the employee has been employed for at least twelve (12) consecutive months prior to the employee's induction.

b. Employees on a leave of absence for any full calendar year will not be eligible for PTO during that year.

**11.4 PTO SCHEDULING**

- a. By November 15 of each year, the Company will post on appropriate bulletin boards a schedule showing the PTO days, which are available to each employee for the upcoming year.
- b. Between November 30 and December 31, the Company will route the PTO selection schedule. The first routing will be for weeks only; at this time, each employee shall select no more than two (2) full weeks' vacation. The second routing will be for additional weeks only. The third routing will be for full days only.
- c. Employees who have thirty (30) or more PTO days allocated per year may be required to schedule one (1) week (5 days) of PTO during the period January 1 to May 30 annually.
- d. Half days and hour increments will be considered on a first-come, first-serve basis, and approval is based on the needs of the business.
- e. Between January 1 and February 1, the Company will establish the schedule for all employees. The Company will give consideration to each employee's seniority and choice of PTO as is practical and consistent with the needs of the business. Employees not making their PTO selection during the initial routing will forfeit their seniority selection rights.
- f. On or before February 1, the Company shall post the PTO time schedule for employees. Employees shall make their requests to schedule PTO to their immediate supervisor prior to the beginning of their scheduled tour of duty. Such day(s) of PTO will be granted to employees upon request, needs of the business permitting.

#### **11.5 PTO AT TERMINATION**

Employees who leave before the end of the year will be paid for earned but unused PTO. If an employee has taken more PTO than the employee accrued and leaves the Company, the employee's final paycheck will be adjusted.

**11.6** Employees must use any accrued PTO coincident with any unpaid absence from work associated with a personal leave of absence, with a leave under the Family Medical Leave Act ("FMLA"), with a Military Leave (except that an employee shall not be required to use any available PTO coincident with the normal two (2) week summer reserve training), and/or with the first five (5) days of unpaid absence due to illness or injury that precedes an employee's receipt of short-term disability benefits provided under Article 10.

**11.7** A claimed violation of this Article may be grieved and arbitrated pursuant to the applicable provisions of this Agreement.



**ARTICLE 12  
HOLIDAYS**

**12.1** The following days will observed as holidays:

New Year's Day  
Martin Luther King Day  
Memorial Day  
Independence Day (Fourth of  
July)  
Labor Day  
Thanksgiving Day  
Christmas Day

**12.2** If a holiday occurs on a day on which the employee is not scheduled, the employee shall receive a Floating Holiday, which may be scheduled with management approval as to the date.

**12.3** Subject to Section 12.6 below, a regular full-time employee will be paid a holiday allowance of 8 hours pay at the employee's basic wage rate for each of the holidays, whether or not they perform work; subject to the same proviso, a part-time employee's holiday allowance will be prorated based on the number of hours the employee worked in the preceding 13 weeks, using a 40 hour work week

**12.4** Employees will be excused from working a holiday based on the needs of the business. Holiday work shall be assigned on a rotating basis insofar as possible.

**12.5** For all hours that employees are required to work on a holiday, they shall receive one and one-half times their base hourly rate in addition to the holiday allowance. For all hours worked over the first eight (8) hours worked on a holiday, employees shall be paid at two and one-half (2½) times their base hourly rate.

**12.6** In order to receive the holiday allowance, an employee must work the entire holiday shift (if scheduled) and the entire shift on which the employee is scheduled both immediately preceding and immediately following a holiday.

**ARTICLE 13  
OVERTIME PAY**

**13.1 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, if required by a valid and enforceable statute, or outside of the regular scheduled work week, except as provided herein. There shall be no compounding of overtime in any case.
- (b) 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 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.

### **13.2 OVERTIME - VOLUNTARY CHANGE OF SHIFT**

The provisions of Section 13.1 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 as a result of this provision.

### **13.3 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.

### **13.4 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.

### **13.5 HOLIDAY OVERTIME PAY**

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

### **13.6 STANDBY**

Employees may be required to standby outside of their regular hours during the workweek and will be compensated at the rate of \$40.00 per 24-hour period. Weekend Standby, covering the period between 5 pm Friday and 8 am Monday, will be paid at a flat rate of \$90. 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 will provide a Company vehicle and cellular phone or pager for the employee on standby when appropriate and available. 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.

### **13.7 CALL OUTS**

- (a) When employees are called back after having been released from a regular tour or shift, or before their scheduled starting time of their next regular shift, they shall be paid for not less than two (2) hours at time and one-half their regular rate. If this occurs on a Holiday, the minimum payment shall be three (3) hours at time-and one-half (in addition to receiving the holiday allowance).
- (b) Call-out time shall be computed from the time the employee leaves home and continues until the employee returns home (or the equivalent) including travel time not to exceed 30 minutes each way, except that when necessary work extends beyond the starting time of the employee's next regular work day only the traveling time from the employee's home to the call-out job shall be included in the computation of the call-out time worked and effective with the beginning of the employee's regular work day, he shall be paid at this regular rate for the regular time worked.
- (c) If a technician called-out to work can clear trouble without leaving home, the technician shall be paid one (1) hour at time and one-half or for the actual time worked if that work time exceeds one (1) hour.

A claimed violation of this Article may be grieved and arbitrated pursuant to the applicable provisions of this Agreement.

**13.8 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.
- (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.

**13.9 OVERTIME MEALS**

An employee will be provided a meal allowance, purchased through the use of the Company issued ProCard, that is customary and reasonable for the period involved, however, the cost of the meal will not exceed the following amounts:

Maximum Meal Allowance Reimbursement		
Breakfast	\$15.00	12:01 am – 4:00 pm
Dinner	\$25.00	4:01 pm – 12:00 am

**13.9.1** An employee shall be entitled to an overtime meal per the following:

- a) **Regular Shifts:** After working two (2) hours of extended daily overtime, an employee shall be entitled to an overtime meal. Any subsequent overtime meal(s) shall be after every four (4) hours of overtime worked
- b) **Early Start:** When an employee begins work two (2) or more hours prior to the start of their regularly scheduled shift , a meal allowance will be provided after the completion of four (4) hours, provided the employee returns to work after the meal.

**Call Outs:** An employee shall be entitled to an overtime meal after working four (4) consecutive hours and every four (4) overtime hours worked thereafter.

## **ARTICLE 14 HEADQUARTERS**

### **14.1 HEADQUARTERS**

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**

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. All relevant provisions of the contract shall be applied.

### **14.3 TEMPORARY TRANSFERS**

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**

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**

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 \$20.00 for meals with the Company to furnish lodging and a reasonable mode of transportation or to reimburse mileage at the then prevailing IRS rate for an employee's use of his or her personal vehicle. On the last day of the assignment, the employee will be paid \$20.00 for meals. All other days will be paid at \$40.00 per day, which includes meals, tips, laundry, or any other personal costs, with lodging and transportation paid for by the Company.
- (2) When an employee elects to commute on his/her own time to/from their temporary headquarters, he/she will be paid \$20.00 per day.
- (3) When an employee, at a temporary headquarters, elects to return home for non-work days, he/she will be paid fifteen dollars (\$15) per day. Travel will not be on Company time.

### **ARTICLE 15 PROMOTIONS**

**15.1** For promotions to positions within the bargaining unit, the Company may at its sole and unreviewable discretion, hire a new employee, consider and select among existing employees, or both. The Company affirms, however, that its general goal is to make promotions from within its existing workforce. Job openings will be posted electronically.

**15.2** When considering only existing employees for promotions, the Company will determine the qualifications for the job, consider many factors and select the employee who is the best qualified in the judgment of the Company. Where employees' qualifications are essentially the same, seniority shall prevail.

**15.3** Promotion defined: when an employee moves from one classification in the bargaining unit to a different classification in the bargaining unit which has a higher maximum weekly wage rate than the one from which the employee moved.

**15.4** The Company may, at its discretion, fill vacancies by making lateral transfers of employees between equivalently paid classifications or by downgrading an employee, with his or her consent, to a lower paid classification. Nothing herein shall affect the Company's right to demote or downgrade an employee for other reasons.

**15.5** The Company may delay the effective date of a promotion by up to 60 days due to force and workload conditions.

**15.6** The Company may afford an employee a period of up to ninety (90) calendar days to demonstrate that the employee has the necessary ability to perform the job. If the employee cannot demonstrate the ability to perform the job within the time allotted by the Company, the employee may be retreated into his or her former position if a vacancy in that position exists. Otherwise, the employee will be discharged. If an employee is retreated, the employee shall not be eligible to apply for another promotion or a transfer to another position for a period of eighteen (18) months from the effective date of the employee's retreat.

**15.7** An employee who is promoted shall not be eligible to move into another position until the employee has satisfactorily performed in the employee's new assignment for at least twelve (12) months, except with the Company's approval. New hires shall not be eligible for a promotion or transfer until they have satisfactorily completed formal training, and then satisfactorily performed their job for twelve (12) months except with the Company's approval.

**15.8** A claim that a senior applicant was not selected for a promotion in violation of this Article may be grieved and arbitrated. In such a case, the Union must prove the Company acted arbitrarily or in bad faith or relied on factually erroneous information in making its decision. A claim regarding any single promotion must be confined to a single grievant.

## **ARTICLE 16 LAYOFF PROCEDURE**

**16.1** The Company has the right to reduce its workforce through layoffs, part-timing or voluntary separation incentive programs. All aspects of any voluntary separation incentive program will be determined and implemented at the Company's sole and unreviewable discretion.

**16.2** Before commencing a layoff or part-timing of employees, the Company will give the Union at least 14 calendar days' advance notice, which notice will identify the job classification(s) in which a layoff or part-timing is planned, the expected numbers of employees to be laid-off or part-timed, and the projected timetable for implementing the layoff or part-timing. During that 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 layoffs or part-timing 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.

**16.3 Layoffs:** Layoffs will be conducted on a Company-wide basis. Within each job classification affected by the layoff, employees will be laid off in inverse seniority order, provided that any senior employee who is excluded from layoff by virtue of his or her seniority must, in the Company's judgment, be fully qualified, without additional training, to perform all of the duties he or she is expected to perform or assume in an available position immediately following the layoff. If, in the Company's judgment, the senior employee does not have those requisite qualifications, then that employee may be laid off and the most senior junior employee with the requisite qualifications may be retained and placed in the available position. The retained junior employee will then be exempt from being laid off during the impending layoff.

**16.4** The Company will notify the Union of the junior employees retained and exempted from layoff pursuant to the terms of Subsection 16.3.

**16.5 Right of recall:** a list of laid off employees shall be maintained, by seniority date and job classification in which the employee was assigned at the time of layoff. A laid-off employee shall have a conditional right of recall to a vacancy in the job classification from which the employee was laid off for the 12 month period following the effective date of his or her layoff. Laid-off employees are responsible for keeping the Company apprised of their current home addresses (no P. O. boxes) and telephone numbers.

**16.6** In the event an opening arises in a job classification in which an employee has the right of recall, before the Company fills the position with a new hire or a promotion, the Company will offer the position in seniority order to the laid-off employee if, in the judgment of the Company, he or she is then fully qualified without additional training to perform all of the duties of the open position. The offer will be sent by overnight delivery to the employee's most recent address of record. The employee must accept the offer in writing within seven (7) calendar days of delivery, and report for work as soon thereafter as instructed to. If an employee fails to respond to the offer without good cause, or declines the offer, his or her right of recall shall be forfeited. Good cause for purposes of this Article shall mean the employee had no knowledge of the offer's delivery and of the offer of recall itself, and was absent from the place of delivery for the entire seven (7) day period following the delivery for reasons not involving misconduct or fault by the employee in not receiving the offer (examples of good cause for a continuous absence from the place of delivery are being away on a family emergency or a vacation, an illness requiring care away from the delivery address, or working away from home continuously during that period).

**16.7** (A) A recalled employee who accepts a recall offer and is reemployed will receive seniority credit for the period of the layoff. A recalled employee will be placed on the step of the wage schedule the employee was on at the time of his or her layoff. Credit will be given for time already spent on that step, but not for the time the employee was on layoff. As a condition to reemployment, the employee must tender back the prorated portion of any termination pay he or she received that is derived by dividing the number of weeks remaining in the recall period at the time the employee is to be reemployed by 52, and by then multiplying that fraction times the termination pay received to determine the amount of money that must be tendered back.

(B) In the event the Company acquires employees from another company or companies in connection with either the purchase of the physical properties of such other company(ies) or of the consolidation or merger of such other company(ies) with the Company, the placement of such employees on the Company's payroll shall take precedent over any rights of recall.

**16.8 Layoff Allowance:** A laid off employee will receive termination pay in accordance with the terms of the Citizen's Communications plan or policy governing separation pay as of the effective date of the employee's layoff, as such plan may be amended by the Company from time to time.

**16.9 Part-timing:** In any part-timing program implemented by the Company, the Company will assign employees, by classification and work location, to work essentially the same number

of total hours per week, which hours may be assigned in full or part tours. The Company may assign employees to work differing amounts of total hours per week than are being worked by other classifications or at other locations. All compensation, paid time off, paid holiday time, and any other similar benefits will be prorated based on the amount of time worked in a calendar week. There will be no change in how seniority is accrued.

**16.10** A claimed violation of this Article may be grieved and arbitrated pursuant to the applicable provisions of this Agreement.

## **ARTICLE 17 LEAVE OF ABSENCE**

### **17.1 DEATH IN FAMILY**

An employee who is absent due to a death in the immediate family will be excused without loss of pay for a reasonable period of time (as determined by their supervisor), based on need and circumstances, usually one to three days. Paid time off may be requested in the instance of a death of someone outside of an employee's immediate family. Immediate family shall be defined as the employee's spouse, parents, mother-in-law, father-in-law, grandparents, son or daughter, brother or sister, grandchildren, sisters-in-law, brothers-in-law or domestic partners. An employee's step-mother, step-father, and step-children are also included.

### **17.2 VOTING TIME/SERVICE ON ELECTION BOARD**

On general and primary election days, employees may request up to two hours off (or more if applicable by law) without any loss of pay for purposes of voting in instances when their work schedules interfere with their ability to vote. Employees must advise their supervisor of the amount of time off from work they will need no later than the day before. Employees may also be permitted to receive paid time off to serve on an Election Board. Such permission will be granted based on the operational needs of the Company.

### **17.3 JURY DUTY**

- (a) Time off for Jury Duty will be allowed without loss of pay or benefits in order to fulfill an employee's obligation. Employees are required to notify their supervisor and provide documentation at the time notice to serve is received or as soon thereafter as possible.
- (b) If an employee is released from Jury Duty at a reasonably early hour, he/she is expected to return to work for the balance of the workday or to contact his/her supervisor. The employee is not expected to report for Jury Duty and work for more days in the week than the number of days in the scheduled workweek.

### **17.4 UNION ACTIVITIES**

- (a) Absences for Union business: Service and other business needs permitting, any employee who is an authorized representative of the Union and whose Union assignments require that he or she be absent from the Company will, upon request to his or her immediate supervisor, be excused without pay.



- (b) All requests for excused absences shall be made as far in advance as possible and the Company shall act promptly upon each such request.
- (c) The Union will notify the Company in writing of all elected Union Officers and Job Stewards.

**17.5 LEAVE OF ABSENCE**

A leave of absence without pay may be granted to a regular employee who requests same. Said 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 accrued PTO 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**

An employee who is compelled by a lawful subpoena to attend a legal proceeding during his or her working hours shall be excused without pay for the period of time necessary to comply with the subpoena. An employee shall notify supervision as soon as the employee becomes aware he or she has been or will be subpoenaed. If the subpoena relates to a matter involving Company business in which the employee is not a party, the employee will be excused with pay for the period of time necessary to comply with the subpoena.

**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, EQUIPMENT, AND PROPERTY**

The Company agrees to furnish all necessary tools and other devices 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, equipment, and other property, as provided by the Company. Where Company tools, equipment, or other property is lost due to an employee's manifest negligence, the employee shall be responsible for reimbursing the Company for the value of the lost item(s), less any depreciation for wear and tear. The Company will replace all worn out or broken tools and will provide a safe place for storage.

### **18.4 BARGAINING UNIT WORK AND CONTRACTING & OUTSOURCING WORK**

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 or where bargaining unit employees fail or refuse to perform such work.

Supervisors may perform bargaining unit work to refresh their knowledge of the trade and for purposes of training employees, but not as a substitute for a bargaining unit employee.

A claimed violation of this Section may be grieved and arbitrated pursuant to the applicable provisions of this Agreement.

### **18.5 TRAVEL TO/FROM TRAINING SCHOOL**

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 straight time 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**

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.

## **ARTICLE 19 APPAREL AND APPEARENCE**

**19.1** At the Company's option, employees may be issued an appropriate number of uniforms as determined by the Company. The Company will issue replacement uniforms or pieces thereof as it sees the need to do so. If issued, uniforms must be worn by all employees.

**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 \$5 for ordinary care and safekeeping of 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 carelessness, the employee will be responsible for the cost of replacement.

**19.4** The Company retains the unilateral right to promulgate a dress code to further implement these provisions.

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

### **20.1 STATEMENT OF INTENT**

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. [Exhibit A is to be developed by the parties.] The resolution of a timely grievance at any of the steps provided herein shall be final and binding on the Company, Union, and grievant. The Company may initiate a grievance by a written submission at Step One of the Procedure. A Company-initiated grievance involving the interpretation or application of any of the terms of the Agreement may be submitted to arbitration in accord with the provisions governing the arbitration procedure.

### **20.2 GRIEVANCE PROCEDURE - STEP ONE**

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, of the facts over which he/she is aggrieved. Said 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. Such settlements shall not be used in any legal or arbitration proceeding except in connection with a claim that the settlement has been violated.

### **20.3 GRIEVANCE PROCEDURE - STEP TWO - Local Investigating Committee**

In the event that the grievance is not settled by the procedures of Step One, the Union's Chief or Local Shop Steward, shall not later than thirty (30) calendar days after the completion of Step One present the local Manager with the grievance in written form, with a copy to the Company's Human Resources Manager, setting forth the following:

- (a) A 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 local Manager, the supervisor involved in the grievance, and the Chief or Local Shop Steward.

- (1) The local Manager and the Chief or Local Shop Steward 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. By agreement of the parties, 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 therefor.

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**

A Review Committee composed of the Union's Business Representative and Assistant Business Manager, Company's Human Resources Manager, and Vice President, or their representatives, 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, unless the Chairman and the Secretary (appointed by the Union) agree to waive such meeting. If the grievance is resolved by the Review Committee before the expiration of the thirty (30) calendar day time limit following the date of referral from the preceding step, 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 GENERAL PROVISIONS**

- (a) The scope of a grievance may be enlarged or reduced at any Step if done in writing and

with the mutual consent of the parties.

- (b) If a grievance is not presented or processed within the time limits specified above, unless the parties have agreed to an extension of time or the delay is caused by the party against whom the grievance is filed, the grievance and the issue(s) contained therein shall be considered settled and the underlying issues resolved.
- (c) In the event the party against whom the grievance is filed fails to meet or respond to a grievance in accordance with the time limits specified above, and the grieving party wishes to maintain the grievance, the grieving party must immediately advance the grievance to the next step of the grievance procedure in accord with the applicable time limit for doing so.
- (d) All meetings in the grievance procedure will be held at times and places mutually agreeable to the parties. Grievance meetings may be conducted telephonically or by other "live" electronic means.
- (e) No more than one (1) employee will normally be excused during their scheduled hours to attend a grievance meeting on any given work day, and in all cases, whether or not an employee will be excused is subject to the needs of the business. Employees will be excused with pay to discuss a grievance involving one or more of the following issues, provided the grievance does not involve any issue other than those listed below:
  - 1. The discharge or suspension of an employee;
  - 2. The demotion of an employee for misconduct;
  - 3. The issuance to an employee of a written disciplinary warning, and
  - 4. An alleged violation of Article 15, Promotions, because a junior employee was selected over a senior employee to fill a promotion.

## **20.6 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 that are specifically made subject to arbitration, 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. There shall be arbitrated only the matters specifically made subject to arbitration in this Agreement. Unless a matter has been specifically made subject to arbitration, it shall be deemed to be excluded from arbitration by this Agreement and such matters shall not be submitted to or considered in arbitration.

- (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) In making an award, the arbitrator's decision shall be governed by the express terms of this Agreement. The decision of the arbitrator made in accordance with the provisions of this Agreement 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. In addition, an arbitrator may not accept or consider any evidence that would vary or change the plain meaning of an Agreement provision that is not ambiguous on its face. These limitations on the arbitrator's authority shall not prevent an arbitrator from interpreting a provision of this Agreement that is ambiguous.
- (d) **Scope and Retroactivity of Awards:** An arbitrator's remedy shall be limited to the specific grievance submitted for arbitration. An arbitrator's determination may or may not be retroactive as the equities of the particular case shall demand, but in any case where the determination is retroactive, the retroactive effect or relief shall be limited to 10 working days prior to the date the grievance is submitted at Step 1 of the grievance procedure.
- (e) If a case is withdrawn from arbitration, such withdrawal shall settle the grievance(s) and resolve any issue(s) contained therein unless the parties expressly agree to a different disposition. In addition, all grievances which have been held pending the outcome or disposition of the withdrawn case, as well as any issues contained therein, shall be considered settled and resolved unless the parties expressly agree to a different disposition.

## **20.7 INDIVIDUAL DISPUTE ADJUSTMENT**

Nothing in this Agreement in any manner affects the right of an individual employee or group of employees to present grievances to the Company under this Article nor affects the rights of the Union under the National Labor Relations Act, as amended. The Company agrees, however, that after a grievance arising under any provision of this Agreement has been referred to a Representative of the Union and such Representative has dealt with a Company Representative with respect thereto, no Company Representative will adjust or attempt to adjust the grievance with the employee or employees involved unless a Representative of the Union is first given an opportunity to be present at the adjustment.

## **ARTICLE 21 SAFETY**

### **21.1 SAFETY**

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 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 appropriate Department (as designated by the Company).
- (c) Have a Joint Health and Safety Committee:
- (d) Review each accident at their monthly meeting and make recommendations for preventative action to the HUMAN RESOURCES Department.
- (e) All complaints involving unsafe conditions should be submitted to the Joint Health and Safety Committee and/or Company HUMAN RESOURCES Manager 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)**

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**

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 HUMAN RESOURCES Department. The number of inspections will be determined as needed but will occur at least annually.

## **21.5 GLOVES AND WORK BOOTS**

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 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.

During the duration of this 2017 to 2020 CBA, the Company will reimburse each employee who is performing work within his or her classification during the majority of the previous six months, upon submission of adequate proof of expenditure:

- (a) in odd numbered years, up to \$125 towards boot rebuild; and
- (b) in even numbered years, up to \$275 towards the purchase of safety-toed boots; except that;
- (c) when an employee is hired in an odd numbered year, upon meeting the above description, he/she can use the \$125 towards the purchase of safety-toed boots.

## **21.6 INCLEMENT WEATHER**

When regular employees report for duty and because of inclement weather are unable to perform their regular work, they shall, after taking care of any emergencies and performing other essential duties, all as determined by the Company, be assigned such other work as may be available so long as their time can be productively utilized. Supervision shall, using reasonable judgment, determine if the weather is inclement for purposes of this Article.

## **21.7 FIRST AID TRAINING**

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

## **21.8 SANITARY CONDITIONS**

At all work locations where employees are regularly assigned, 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 UNION - MANAGEMENT MEETINGS**

## **22.1 UNION - MANAGEMENT MEETINGS**



- (a) Except as provided in Section (b) below, representatives of the Union who are employees of the Company and involved employees will be excused from scheduled time with pay to attend mutually agreed to meetings held between management and union representatives to discuss matters of mutual interest. Reasonable travel time during scheduled hours to and from the meeting will be paid.
- (b) Section (a) shall in no event apply to the anytime associated with the following activities:
  - 1. Investigation or processing of grievances
  - 2. Excused time for meetings/joint conferences to discuss grievances, except as specifically permitted by Section 20.5 (e) of Article 20, Grievances.
  - 3. Arbitration
  - 4. Collective Bargaining

**ARTICLE 23  
JOB TITLES**

**23.1 JOB TITLES**

The following are the job title(s) as established by this Agreement.

**Sales and Service Technician**

**Basic Employment Requirements for all 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.

## **ARTICLE 24 EMPLOYEE BENEFIT PROGRAMS**

**24.1** Employees shall be eligible during the term of this Agreement to participate in such health and welfare benefit plans and programs as may be in effect from time to time for non-represented employees of the Company at one or more work location(s) covered by this Agreement (the "Welfare Plans"). The terms of such participation, including eligibility shall be in accordance with the provisions of the Welfare Plans as are in effect from time to time, and subject to limitations in Section 5 of this Article, employees shall share in the cost of the Welfare Plans in the same manner as such non-represented employees. A list of the Welfare Plans in effect as of the effective date of this Agreement (which may be amended, terminated, or replaced during the term of this Agreement pursuant to Section 24.3) is set forth in Schedule 24.6. In exercising the discretion reserved to it by this article, the Company shall have no duty to bargain with the Union over any decision it makes pursuant to the exercise of that discretion.

**24.2** Employees shall be eligible to participate in the Frontier 401(k) Savings Plan (the "Savings Plan") in accordance with the eligibility provisions of such plan. The terms of such participation shall be in accordance with the provisions of the Savings Plan as in effect from time to time. However, throughout the term of the 2016 Agreement, the Company agrees to maintain a 401(k) Plan with a Company matching contribution of 50% of the employee's contribution to a maximum of 8% of the employee's pay (a maximum Company contribution of 4%) in accordance with the terms of the plan.

**24.3** To the extent permitted by law, and except as otherwise provided herein, the Company shall have complete discretion to amend, terminate, or replace any plan or program from time to time for any reason. The Company shall have no duty to bargain with the Union over such amendments, terminations or replacements.

**24.4** The Company shall have complete discretion to select a carrier, third-party administrator, and/or preferred provider network. The Company or other plan administrator of the Welfare Plans and Savings Plan shall have complete discretion with respect to plan administration, and

any disputes shall be handled in accordance with the plan's applicable claims procedure and shall not be subject to arbitration.

**24.5** Company and Employee contributions to Medical Plan coverage shall be subject to the following during, 2017, 2018, 2019, and 2020.

Company Contribution: the Company's monthly contribution towards the medical premium or premium equivalent for Base Medical Plan coverage (presently, the FTR Gold Plan) will in no event be less than 73% of the amount of the total monthly premium or premium equivalent for Base Medical Plan coverage.

- a. Annual Increases to Employee Premium or Premium Equivalent Contribution: any annual increases in the dollar amounts of employee monthly contributions for Medical Plan Coverage will be capped at 25% of the monthly dollar amounts employees were paying during the prior year for the same or similar types of Medical Plan coverage.
- b. The premium percentage and/or any associated dollar increases for tobacco users shall not be included for purposes of calculating the Company minimum contribution of 73% in paragraph (a) of this Section 24.5 or the 25% cap in paragraph (b) of this Section 24.5.

Tobacco User Surcharge: In addition to their normal premium equivalent contribution, 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.

Employees are responsible for paying 100% of the Transitional Reinsurance and Comparative Effectiveness Research Fees under the Affordable Care Act.

## **24.6 SCHEDULE**

### **Welfare Plans as of Effective Date of this Agreement**

#### **1. Medical Plans**

- a. **Platinum Plan**
- b. **Gold Plan**
- c. **Silver Plan**

#### **2. Dental Plan**

- a. **Dental Gold**
- b. **Dental Silver**
- c. **Dental Platinum**

#### **3. Vision Plan**

- a. VSP Vision
- 4. **Life Insurance Plans**
  - a. Basic
  - b. Supplemental
  - c. Spousal Life
  - d. Child Life
- 5. **Long Term Disability Plans**
  - a. Basic
  - b. Supplemental
- 6. **Personal Accident Insurance/AD&D**
- 7. **Flexible Spending Accounts**

## **ARTICLE 25 COMPENSATION**

### **25.1 STARTING WAGE RATES FOR SALES & SERVICE TECHNICIANS**

The Company may employ persons at starting wage rates it determines are commensurate with their previous training, employment, and experience, coupled with consideration of local employment market conditions, cost of living, and the Company's performance and position in the competitive marketplace. The Company may, in addition, and at its sole discretion, adjust an employee wage rate (up or down) at any time during the first twelve (12) months of the employee's employment. In any event, however, the minimum starting base hourly wage rate for new hires will be \$19 per hour as of ratification of the 2016-2020 CBA, and the provisions of the preceding sentence regarding adjusting a wage rate may not be applied to reduce an employee's minimum starting base hourly wage rate below \$19. Subject to the provisions of Section 25.3 (d) of this Article (see the asterisk that follows the performance assessment chart), the maximum base hourly wage rate for the Sales and Service Technician classification shall not exceed: (a) \$33.00 per hour as of March 1, 2017; (b) \$33.50 per hour as of March 1, 2018; (c) \$34.00 per hour as of March 1, 2019; and (d) \$34.50 per hour as of March 1, 2020.

### **25.2 PROMOTIONS AND TRANSFERS**

An employee transferred into a position with a wage schedule that is different from the employee's current schedule will be placed on the step of the new wage schedule that is closest to the employee's wage rate on the employee's current schedule. [There is currently only one job classification. This Section will only apply in the event that new classifications are added to the bargaining unit.]

### **25.3 PAY FOR PERFORMANCE**

- (a) Pay for performance is merit-based compensation designed to encourage and recognize peak individual performance through performance-based compensation. It is intended to

afford employees a greater role in the growth and success of the Company by encouraging and rewarding improved productivity, quality, and competitiveness. Each employee is eligible to receive a wage rate increase based on the employee’s individual performance, measured as described in the next section.

- (b) Merit-based compensation will be determined based on performance objectives and measurements chosen by the Company for each job classification (which may vary across job classifications), with relative weighting given them as assigned by the Company. The Company will establish the objectives by March 31 of each year and communicate them to employees and the Union. Objectives and measurements may be adjusted during the year and such adjustments will be communicated promptly to employees and the Union.
- (c) All employees are subject to merit-based compensation treatment. Results will be measured and wage adjustments will occur on an annual basis, made effective March 1, based on each employee’s overall performance (including attendance) during the preceding calendar year.
- (d) The increases available shall be as shown in the chart below:  
 Minimum Average Merit Increases: The Company commits that for 2017, 2018, 2019, and 2020, the *average* merit increase for the employees in the bargaining unit as a whole will not be less than 2.0% in each of those years. The Company will supply the Union with the bargaining unit average and the merit increase each individual received no later than May 1 of the year in which the increases go into effect.

Overall Ranking	Description of Ranking	Available Merit Increase
<b>5</b> <b>(top)</b>	Consistently makes <i>exceptional</i> contributions and achieves results that are <i>well above</i> the norm. Consistently exceeds <i>all</i> job requirements and objectives. Shows <i>great</i> self-initiative, and performs consistently <i>high quality</i> work. Delights external/internal customers. A role model.	3.50%
<b>4</b>	<i>Exceeds</i> expectations on <i>most</i> job requirements and objectives. Demonstrates a <i>consistent</i> and <i>high</i> level of performance and self-initiative. <i>Frequently</i> exceeds external/internal Company and customer expectations.	3.49 % to 3.01%
<b>3</b>	Meets expectations on <i>all or most</i> job requirements and performance objectives. A <i>solid</i> performer who <i>consistently</i> achieves good results and satisfies external/ internal customers.	3.00% to 2.00%
<b>2</b>	Meets expectations on <i>some</i> job requirements and performance objectives, but demonstrates a need for improved job performance and/or behavior on others. Results are <i>inconsistent</i> or <i>marginal</i> at times. This category also includes <i>employees new to a job</i> who are in a developmental stage.	1.50% to 0.50%
<b>1</b> <b>(bottom)</b>	Fails to meet expectations on <i>multiple</i> job requirements and performance objectives. Cannot <i>adequately</i> perform the <i>core</i> duties of the position.	0%

Employees at the maximum basic hourly wage rate (see Section 1 of this Article) will receive their annual increases in a lump sum. Such lump sum payments will not be included in the calculation of any other compensation payable to an employee except as required by law. Notwithstanding the forgoing, when an employee who is at the maximum basic hourly wage rate specified in Section 1 of this Article achieves an overall ranking of 4 or higher under the performance assessment chart that appears above, he or she will be awarded, instead of the lump sum payment specified above, a basic hourly wage rate that exceeds the maximum basic hourly wage rate specified in Section 1 of this Article. That new basic hourly wage rate will be determined by applying the merit increase award to the employee's current basic hourly wage rate.

**25.4 CERTIFICATION DIFFERENTIAL**

In order to encourage employees to voluntarily acquire additional training and the associated skills, the Company will increase the hourly pay, by the below described differential, of those technicians who achieve the following certification(s): (a) for company-provided training, pass the certification examination within (60) calendar days of completion of training; or (b) for employee attained training, pass the certification examination; but (c) in both cases, maintain certification(s) via requisite ongoing recertification:

- (a) Comp TIA A+ \$0.25 per hour increase
- (b) Comp TIA Network + \$0.25 per hour increase
- (c) Certified Wireless Technology Specialist \$0.25 per hour increase
- (d) Comp TIA Security + \$0.25 per hour increase
- (e) Cloud Essentials \$0.25 per hour increase
- (f) Comp TIA Mobility + \$0.25 per hour increase

All six (6) active certifications above (and ongoing maintenance/recertification of all): \$2.00 per hour differential

- (g) CCNA \$0.50 per hour increase

Employees do not pay for the course itself when the coursework instruction is provided by the Company. In such cases, employees may use their Pro-Card, or alternately, seek reimbursement, for the cost of a book and examination to acquire and maintain certification or recertification(s).

However, if an employee is unsuccessful on any initial certification or recertification examination, the employee shall cover the costs of any subsequent examination until a passing grade is achieved, or the employee ceases to pursue the certification. Once a passing grade has been achieved, the Company shall reimburse the employee only for the cost of the book and the examination associated with the single passing examination. Time spent by an employee in employee-attained training or in preparation for such shall be on the employee's time, and not compensable.

Any courses to achieve certifications above not provided for by the Company may be reimbursed exclusively via the Company's Tuition Reimbursement Policy.

**25.5 IN-CHARGE DIFFERENTIAL**

Employee appointed to In-Charge status shall receive a differential of \$1.25 per hour.

**25.6 INELIGIBILITY FOR BONUS and PROFIT SHARING PROGRAMS**

Employees are not eligible to participate in the Frontier Incentive Plan or for profit sharing compensation.

**25.7 SPANISH LANGUAGE FLUENCY DIFFERENTIAL**

An employee shall receive an additional \$0.25 per hour above his or her base wage if:

- (a) the employee agrees to utilize his or her bilingual Spanish skills on the job, and
- (b) the employee is able to demonstrate bilingual Spanish proficiency that is satisfactory to the Company

**ARTICLE 26  
TERM OF AGREEMENT**

**26.1 TERM**

This Agreement, having taken effect as of August 20, 2016 shall remain in force and effect through August 19, 2020.

**26.2 REMAIN IN FORCE**

This Agreement shall remain in full force and effect for the term of August 20, 2016 through August 19, 2020 and from year to year thereafter unless either party notifies the other in writing not less than sixty (60) days prior to August 19, 2020, or any one year anniversary date thereafter, of its desire to terminate the Agreement on its anniversary date.

**26.3 EFFECT OF AGREEMENT**

This Agreement has been made in final settlement for its duration of all demands and proposals made by either party during negotiations preceding its execution. It is agreed that during the term of this Agreement the Company shall not be obligated to discuss or agree to any improvement or liberalization of the provisions of this Agreement, if such improvement or liberalization is proposed to be made effective during the period covered by this Agreement; and the Union shall not be obligated to discuss or agree to any impairment or deliberalization of the provisions of this Agreement, if such impairment or deliberalization is proposed to be made effective during the period of this Agreement.

**ARTICLE 27  
INCENTIVE COMPENSATION AND SALES ACTIVITIES**

**27.1** 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.

**27.2** 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.

IN WITNESS WHEREOF the parties hereto by their duly authorized representatives have caused these presents to be executed

**FOR Frontier:**

*e.p. Mike Salamon*

Michael Salamon  
Director, Labor Relations

*Gina Massei*

Gina Massei  
CA - SR Manager, Human Resources

*Stephen Weiss*

Stephen Weiss  
Technical Supervisor

**FOR Local 1245, International  
Brotherhood of Electrical Workers,  
AFL-CIO:**

*Tom Dalzell*

Tom Dalzell  
Business Manager

*Sheila Lawton*

Sheila Lawton  
Business Representative

*Chris Harmon*

Chris Harmon  
Sales and Service Technician

*John Woytek*

John Woytek  
Sales and Service Technician

Dated: August 20, 2016

Dated: August 20, 2016





**MEMORANDUM OF AGREEMENT**

**Between**

**CITIZENS TELECOMMUNICATIONS COMPANY  
OF GOLDEN STATE, INC.**

**And**

**IBEW LOCAL 1245**

The Company has designated the following locations as Headquarters:

Colusa (single location)

At the prerogative of the Company, Headquarters will be established or eliminated as needed. At such time as changes may occur, the Company will notify the Union of the changes. The Company shall not be obligated to bargain over the effects of any such changes.

## **Attachment 2**

### **Memorandum of Agreement on Proposals or Counterproposals on the Subject of the Contracting and/or Outsourcing of Work by the Company that Preceded the Final Agreement Reached by the Parties in August 2007**

During 2006 – 2007 negotiations for a new collective bargaining agreement covering Colusa/Shingletown employees, the parties exchanged various proposals and counterproposals on the subjects of the contracting and/or outsourcing of work by the Company. For purposes of this letter, the term contracting of work includes the “subcontracting” of work.

The parties have agreed that neither of them may make any direct or indirect reference, in any manner, in any forum, to any of the proposals or counterproposals on the subject of the contracting and/or outsourcing of work by the Company that preceded the final agreement reached by the parties in August 2007. This agreement applies to any and every forum, including but not limited to the grievance process, grievance arbitration, and judicial or administrative proceedings. It includes but is not limited to any and all conversations, correspondence including e-mails, and the like associated with such proposals and counterproposals

It is agreed that the parties’ respective rights associated with the contracting and/or outsourcing of work by the Company are governed solely by the applicable provisions of the final Agreement, which include but are not limited to Sections 4.7, 4.8, and 4.9 of Article 4, Company-Union Relations. Any dispute involving, in whole or in part, the contracting and/or outsourcing of work by the Company, or any other matter in any way associated therewith, shall be governed solely by the applicable provisions of the final Agreement.

In the event that either party, in a grievance arbitration proceeding, presents or attempts to present any evidence that in any manner reveals proposals or counterproposals on the subject of the contracting/subcontracting and/or outsourcing of work by the Company that preceded the final agreement reached by the parties in August 2007, the arbitrator must permanently recuse himself or herself from the proceeding. Such recusal shall not preclude the party adversely affected thereby from seeking any other relief, including equitable relief and/or legal damages.

It is further agreed that the provisions of this agreement may only be modified or waived by an express written agreement to do so signed by the Company’s Vice President – Labor Relations and the Union’s Business Manager. It is also agreed that this Memorandum of Agreement will be placed in the parties’ collective bargaining agreement, and be evergreen.

---

**Robert J. Costagliola**  
**Vice President – Labor Relations**

**August 17, 2007**

---

**Thomas Dalzell**  
**Business Manager, IBEW 1245**

**August 17, 2007**