

**ARTICLES OF AGREEMENT**

Between

**CITIZENS COMMUNICATIONS COMPANY  
OF NEW YORK, INC.**



And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS  
LOCAL 363**



Effective  
**October 22, 2010**

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**CITIZENS COMMUNICATIONS COMPANY OF NEW YORK, INC.**  
and  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 363**

**Effective October 22, 2010 through October 21, 2012**

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**AGREEMENT**

This Agreement is made by and between Citizens Communications Company of New York, its successors or assigns, by consolidation, merger, sale or transfer, hereinafter called the Company and Local Union 363 Southern Unit 363.4, Northern Unit 363.12, and Central Unit 363.43 of the International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor - Congress of Industrial Organizations, hereinafter called the Union. The parties recognize that the Company is of vital importance to the communities that it serves. To promote harmonious relationships, the parties hereto desire to establish a standard of conditions and procedures under which the employees shall work for the Company during the term of this Agreement, to establish rational, systematic methods for the settling of disputes by peaceful means, and to provide for rates of pay, hours of work, and other conditions of employment for such employees.

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date, and be executed and approved by the International Office of the Union in the same manner as is this Agreement.

**ARTICLE 1**

**UNION RECOGNITION**

The Union, having been certified by the National Labor Relations Board, is recognized by the Company as the sole and exclusive bargaining representative with respect to rates of pay, hours, and other conditions of employment for all bargaining unit employees of the Company excluding all supervisory personnel, professional employees, including engineers; departmental secretaries and clerks performing confidential duties for the Employer, guards, and temporary employees.

## **NONDISCRIMINATION**

It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all covered employees without regard to race, color, creed, religion, age, national origin, or sex, membership or non-membership in the Union, non-disqualifying physical or mental disability, status as a disabled and/or veteran status as defined by an act of Congress, or marital status.

## **ARTICLE 2**

### **DEDUCTION OF UNION DUES**

- 2.01 The Company agrees to make biweekly deductions of Union dues (not including initiation fees or fines) for any employee submitting a signed payroll deduction authorization form to the Company and to pay over to the local Union biweekly the total amount thus deducted for all such employees by means of electronic banking and send the employee registers biweekly to the Union.
- 2.02 Collection of Union dues by payroll deduction for any employee will proceed only on the basis of specific written authorization signed by the individual employee and delivered to the Company. Such written authorization shall be on a form fully acceptable to the Company and standardized for the duration of this Agreement to the extent that such form complies with any requirement under law. Authorizations will continue in effect only during such periods as this Agreement is in effect and the authorization remains unrevoked by the employee.
- 2.03 The Union, by written notice given to the Company, may terminate with respect to any employee the obligation and right of the Company to make such deductions. The Company shall give notice of such termination to the employee.

## **ARTICLE 3 DEFINITIONS**

- 3.01 **ACCREDITED SERVICE** shall mean the aggregate of the years and months of active employment in the service of the Company, its predecessors, its associated companies or companies affiliated with Citizens Telecom that is recognized for service purposes. Accredited service shall include all active employment for which a wage or salary was paid, such as paid vacation, holidays, jury duty, lost time due to military service or through service in the Armed Forces, time lost in a layoff status not to exceed twenty-four (24) months, and any additional excused absent time or leave of absence that has been or will be specifically approved for service credit purposes in accordance with the policy, procedures or published statements established by the Company.

- 3.01.1 Time lost through absences from work by reason of accident disability or illness disability shall be considered as active employment during the periods that disability benefits are paid under the Company's Benefits Plan.
- 3.01.2 Accredited service for part-time employees shall be computed on a proportionate basis according to weekly scheduled hours worked as related to the normal full time workweek.
- 3.01.3 Time lost through absences for Union business as approved in accord with Article 17, Section 3 of this Agreement shall be considered as active employment for the purpose of computing accredited service.
- 3.02 **BARGAINING UNIT** - Anytime the words "Bargaining unit" are used, it shall be interpreted to mean the separate bargaining units (Southern 363.4, Northern 363.12, and Central 363.43).
- 3.03 **BARGAINING UNIT SENIORITY** - Length of service in any reciprocal bargaining unit as shown in Company and Union records. Part-time employees seniority will be calculated on a pro-rated basis. Transfer to any other bargaining unit party to this Agreement, does not constitute a break in continuous service in the original bargaining unit. **Final determinations on unit seniority rest with the Union.**
- 3.04 **BRIDGING OF SERVICE** - With respect to reengaged employees with accredited service of 1,000 hours or more since reengagement, their accredited service shall be increased to include all previous periods of six (6) months or more of full-time employment with the Company.
- 3.05 **DAY** means the twenty-four (24) hour period between 12:01 A.M. and the succeeding midnight.
- 3.06 **DIFFERENTIAL PAY** means an additional payment made on an hourly basis for those hours actually worked between 8:00 P.M. and 7:00 A.M. and payment made to those employees for performing temporary supervisory duties.
- 3.07 **DISCHARGED** refers to an employee who has been released by the Company for proper cause and is not reinstated by the grievance procedure.
- 3.08 **DOWNGRADED** means an employee transferred to a job classification lower than that previously held.
- 3.09 **EMPLOYEE** as used in this Agreement refers to the employees, male or female, directly concerned.
- 3.10 **HOLIDAY** means the twenty-four (24) hour period between 12:01 A.M. on the holiday, or the day otherwise recognized as the holiday and the succeeding midnight
- 3.11 **LAI D OFF** means release of an employee from active employment because of available work insufficient to continue the employee's services.
- 3.12 **LEAVE OF ABSENCE** is an excused absence from work in accordance with the terms of this Agreement.
- 3.13 **LUNCH PERIOD** shall mean not less than one-half (1/2) hour or more than one (1) hour close to the midpoint of each regular eight (8) -hour schedule, except as otherwise provided herein. Any employee who desires a 1/2 hour lunch period may be granted such a 1/2 hour lunch period with supervisory approval.
- 3.14 **PART-TIME EMPLOYEES** are employees engaged to perform work wherein there is no regular schedule of work. Employees so classified have indicated without limitation, their availability to work any hours during the week. Part-time employees

who have completed their probationary period and have been accepted by the Company at the end of the probationary period are eligible for prorated holidays, vacations, excused day, bereavement, statutory benefits and pension. Also included are differential pay, premium pay, applicable meals, overtime after eight (8) hours, applicable medical insurance, dental insurance and life insurance. In addition, they will be covered under the Voluntary Separation Plans (VSP). Seniority rights for part-time employees shall only be exercised among part-time employees except for the purpose of job bidding and vacation selection, where part-time employees may exercise seniority among all employees.

- 3.15 **PAYROLL WEEK** - The payroll week is a period of seven (7) consecutive days commencing at 12:01 A.M. on Sunday and ending at midnight on the following Saturday.
- 3.16 **PERMANENT TRANSFER** refers to an employee who has been assigned permanently to a new position or reporting center.
- 3.17 **PROBATIONARY EMPLOYEE** is a person who has been employed by the Company with the intent of continued employment and shall be classed as a probationary employee for a one hundred eighty (180) day period or its work time equivalent. The probationary period for employees who fail to meet minimum job requirements or employment standards at the end of one hundred eighty (180) days may be extended an additional ninety (90) days in the same classification or in a different job classification **if mutually agreed upon by the Company and the Union.**
- 3.17.1 The wage schedule, penalty payments, holiday premium and relief periods shall apply for probationary employees. Commencing on the 31<sup>st</sup> day of employment, all terms of the Agreement shall apply except as indicated in 3.17.2
- 3.17.2 During the probationary period; the right to transfer, terminate, or dismiss a probationary employee shall be vested in the Company and shall not be subject to the grievance or arbitration procedure. **The Company will notify the Union of probationary employee terminations at or around the time of termination. This requirement shall not in any case serve to delay the termination process.**
- 3.18 **PREMIUM PAY** means an additional payment made on a daily basis for work actually performed on Sundays and Holidays.
- 3.19 **REGULAR EMPLOYEE** is a person who has complied with all of the Company's standards for employment, has completed the probationary period and has been accepted by the Company at the end of the probationary period.
- 3.20 **REPORTING CENTER** refers to the location where, at the start of the day's work, an employee reports for work and/or further instructions.
- 3.21 **RESIGNED** refers to an employee who discontinues employment with the Company by his own choice.
- 3.22 **SCHEDULED TIME** - For the purposes of arranging and posting work schedules for normal hours and for the purpose of determining overtime hours worked, no employee shall be scheduled on a formal basis to work more than eight (8) hours in any day, nor more than forty (40) hours in one (1) work week nor more than the equivalent of five (5) eight (8) hour tours in any five (5) days within a work week.

Such scheduling shall constitute the normal work schedule and shall be known as the employee's scheduled work time.

- 3.23 **SERVICE DATE** is the employment anniversary date recognized in computing accredited service.
- 3.24 **STRAIGHT-TIME RATE** means the employee's basic hourly rate including applicable premium or differential pay, if any, **as required by any applicable federal or state law.**
- 3.25 **SUPERVISOR** means any employee of the Company performing supervisory functions as defined and set forth in the Labor Management Relations Act of 1947.
- 3.26 **SURPLUS** - Shall be defined as an excess of employees in a job classification. The Union shall be notified in writing that such a condition exists.
- 3.27 **TEMPORARY EMPLOYEE**
- 3.27.1 Temporary employee is a person who is hired and paid directly by the Company for a continuous work period not to exceed six (6) months in a twelve (12) month period except by mutual consent of the Union and the Company.
- 3.27.2 With the exception of wage schedule, penalty payments and relief periods, temporary employees shall have no other rights or privileges under the terms of this Agreement.
- 3.27.3 Should a temporary employee be reclassified to a regular or part-time employee, all time worked in the temporary status will be recognized for service purposes as defined in Section 26 of this Article. The probationary period for such employee may be waived at the discretion of the Company.
- 3.27.4 Temporary employees will not be afforded hours in excess of eight (8) without first asking regular employees who are on duty at the time if they desire the overtime hours.
- 3.27.5 Temporary employees are entitled to legally required benefits. After three (3) months, they are also entitled to holiday benefits. After six (6) months they are entitled to one (1) week vacation without pay and after one (1) full year, one (1) week vacation with pay. Temporary positions are limited to one (1) year duration.
- 3.28 **TEMPORARY TRANSFER** refers to an employee who is transferred temporarily to another position or reporting center
- 3.29 **UNION** - Throughout this agreement the use of the word union for notification purposes, shall mean:  
IBEW Local 363  
67 Commerce Drive South  
Harriman, New York 10926
- 3.30 **UPGRADED** means an employee promoted to a job classification higher than that previously held.
- 3.31 **USE OF MALE GENDER** - Through this Agreement, the use of masculine pronouns shall be construed as including both sexes and not as sex limitations
- 3.32 **WAGE DATE** is the effective date on which an employee received a wage increase, excluding collective bargaining wage adjustments, on the applicable wage progression schedule.

## ARTICLE 4

### TRANSFERS AND PROMOTIONS

- 4.01 The Company may, at its discretion, transfer employees within the bargaining unit between jobs, tours, departments, and exchanges in conformity with the requirements of telephone service to the public and the operating efficiency of the Company. In making such changes, the Company shall be guided by the desires of the employees in accord with seniority, all other factors remaining substantially equal.
- 4.02 To avoid disruption of established work force procedures within a position to which an employee has been permanently transferred, the employee may not exercise seniority rights for tour selection until the next tour selection following the date he is qualified **unless the employee is in his or her new position at the time tour selection is taking place; in that event, the employee will select his or her desired tour, and if the employee becomes qualified before the next tour selection, he or she will at the time of becoming qualified, be assigned to the tour selected.** If the employee is qualified when transferred, he will wait until the next tour selection to pick.
- 4.03 Job Vacancies - Notices of job vacancies shall be the responsibility of the Company. Such notices will indicate the job classification, location, hours of work, job duties, minimum qualifications, **and Education/Training Preferred** pertaining to the job. The Company may use tests to assist in the determination of the employees qualifications. The form, content, and administration of such tests shall be at the discretion of the Company and shall not be subject to the grievance or arbitration provisions of this Agreement. In the event that the Company changes current tests or initiates tests for classifications for which it does not currently test, it shall provide the Union with information regarding such tests and provide reasonable opportunity for discussion regarding the changes or new tests prior to implementation. For those employees currently qualified in a job function within their classification, their testing will be waived when re-bidding a previously held job function.
- 4.03.1 Bids shall be accepted by the Company during a period of eight (8) days from the date of posting. Employees who do not make application within the period of the notice will have no right to consideration of the job with the exception that employees who are not at work during such period; **if such an employee expresses an interest before the position is filled, the employee will** be considered to have filed an application for the job. A copy of such notice will be furnished to the Union **and the Chairpersons and Vice Chairpersons of all units.**
- 4.03.2 Employees who have bid on a job vacancy shall be notified of the Company's decision within twenty-one (21) calendar days of the initial posting. An employee awarded a job should be placed in that job within forty-five (45) calendar days after the job has been awarded.

- 4.03.3 In the filling of any job vacancy (except NOC Technicians **and Work at Home Agents**) and before hiring a new employee, the Company shall give first consideration to regular and part-time employees for promotions or transfers to the job openings to the extent that qualified personnel may be available. Where circumstances of availability, skill, training, and experience are found sufficient by the Company, vacancies may be filled by transfer or promotion. The Company shall post and fill all vacancies in the following sequence.
- A. Employees in the same bargaining unit who are either in a layoff status from that job classification or who have been displaced from that job classification.
  - B. Employees in other units party to this agreement where a surplus exists in that job classification, or who are in a layoff status in that classification, or who have been displaced from that classification.
  - C. Employees in the same bargaining unit, provided that the work functions are not essentially the same.\* (\*See example in intent section.) This does not preclude employees from changing reporting centers.
  - D. Employees in any unit party to this agreement.
  - E. Employees in any unit.
  - F. Persons hired from outside the Company.
- 4.03.4 Any employee who bids laterally (except an employee who has done so as the alternative to lay-off or forced displacement) will be restricted from bidding laterally again for a period of one (1) year from the date that he is awarded the position. For transfers, recall-from-layoff status, employees in the same classification who have been deemed surplus, and displaced employees who have previously held the classification, seniority shall prevail. For promotions, when sufficient qualifications exist, seniority shall prevail. In the bidding of any classification for which the Company and the Union have agreed upon the qualifications for the position prior to the classification being posted, the most qualified bidding employee shall be offered the position. When the qualifications of bidding employees are substantially equal seniority shall prevail.
- 4.03.5 In the filling of a vacancy for the position of NOC Technician **or Work at Home Agent** and before hiring a new employee, the Company shall first give consideration to regular and part-time employees for promotion from any bargaining unit covered by this labor agreement to the extent that qualified personnel may be available. Where circumstance of availability, skill, training, and experience are found sufficient by the Company, vacancies may be filled by promotion. When sufficient qualifications exist, seniority shall govern in such promotions.
- 4.03.6 It is the understanding of the parties that Article 4.03 which states that notices of vacancies will indicate, amongst other things, the "hours of work" is understood and intended to refer to the possible tours and/or the earliest starting time and latest ending time that the position being noticed could be scheduled to work. While the specific tour for which the instant vacancy is



being noticed may be indicated, it is not intended that existing employees in the same classification and primary function may bid on such vacancy for the purpose of changing tour - either before, during, or after the vacancy is noticed, **except for locations where tours are not routed for selection.**

- 4.04 The right to select employees for positions of supervisory, professional or confidential nature, which are excluded from this Agreement, is reserved by the Company at its sole discretion. However, nothing in this Agreement shall be construed to prevent the Company from promoting to supervisory, professional or confidential capacities, these employees of particular merit or those deserving of the promotion.
- 4.05 When it is determined by the Company that the employee is suitably qualified for a position, the employee will be notified in writing by his immediate supervisor. This qualifying period will not exceed six (6) months, unless mutually agreed to by the Union and the Company.
- 4.05.1 An employee who does not qualify, as outlined in Section 5 above, will be returned to his former position and all other affected employees will be returned to their former positions.
- 4.05.2 An employee will spend the first ten (10) work days temporarily assigned to his or her new position. Pay will be adjusted as appropriate for that period. During that 10-day period, upon request, the employee will be retreated to his or her former position.
- 4.06 When an employee is involuntarily assigned in accordance with his seniority to a different primary job function within a job classification and he cannot display the ability to perform in the new function, he will be considered a surplus employee. Before this employee is laid off, he will be offered a Voluntary Separation Plan as outlined in Article 12.02.1. If the affected employee does not choose to use the Voluntary Separation Plan (VSP), he will be laid off in accordance with the appropriate sections of Article 12. A layoff of an employee under these circumstances will not bar the Company from the use of contractors as outlined under Article 16; **however, the Company will not manipulate the provisions of this Section for the purpose of replacing an employee with a contractor.** Furthermore, this employee will not be entitled to the temporary differential as outlined in Article 16.03.2.
- 4.07 When an employee is permanently reclassified to a lower work classification for any reason, such employee's rate of pay will be reduced to the next lowest rate in the wage applying to the new classification.
- 4.08 When an employee, at the request of the Company is asked to transfer to another Company location, the expenses incurred in moving his household goods (not to exceed \$5,000) will be paid for by the Company after a requisition has been processed.
- 4.09 In administering the provisions of this Article, exceptions may be made to the Company's residency policy for good cause shown provided operating needs are not unreasonably compromised.

## **EXPENSE FOR MOVING HOUSEHOLD FURNISHINGS AND PERSONAL POSSESSIONS**

- A. The employee must make all arrangements for packing, unpacking, cartage, and storage of household furnishings. The employee must assume the expense of moving pets, plants, lumber, bricks, automobiles, boats, trailer and other articles not considered household goods or personal effects.
- B. The employee will be reimbursed for moving a mobile home to the new location if it has been his regular place of residence at the old location.
- C. Domestic and other third party services are the responsibility of the employee.
- D. Items transported by the movers may be stored up to one (1) month at Company expense.
- E. Insurance for the shipment of household goods is to be furnished by the carrier and included in regular billing. If excess coverage is required because of unusual value of certain items, this must be arranged for between the transferee and the carrier prior to movement. Any claim for loss or damage is to be made directly to the carrier by the employee. Charges for excess coverage are the responsibility of the employee. The employee who chooses to move his own household goods or any part of them, does so at his own risk and cost.
- F. Disconnection and re-installation of major appliances moved is limited to washing machines, clothes dryers, kitchen stoves and ovens, refrigerators (including ice makers), and freezers. The maximum amount paid for disconnecting or reconnecting any one of the covered items is \$50.00. Water softeners, air conditioning or cooling systems, sound or stereo systems, television sets and antennas, and workshop and hobby items are not included.
- G. In addition an employee will be reimbursed up to one (1) week's board and lodging while awaiting occupancy of new residence. Lodging with relatives and friends is not reimbursable.

## **ARTICLE 5**

### **WORK SCHEDULES AND TOURS**

#### **5.01 WORK WEEK**

5.01.1 **CALENDAR WORKWEEK** - The calendar workweek is a period of seven (7) consecutive days commencing at 12:01 a.m. on Sunday and ending at midnight on the following Saturday.

5.01.2 **FORMALLY SCHEDULED WORK WEEK** - The formally scheduled work week may and usually does consist of five (5) formal tours of duty on any of the seven (7) calendar days.

#### **5.02 FORMAL WORK SCHEDULES**

5.02.1 A formal work schedule shall be set up for each regular employee and shall show the following:

- A. The days of the calendar work week on which the employee is scheduled to work;
  - B. A scheduled tour of each of these days; and
  - C. The employee's tour indicating the starting and quitting times and the normal lunch period.
- 5.02.2 **SCHEDULE POSTING** - To the extent practical, formal schedules shall be posted at least ten (10) calendar days in advance. Changes may be posted later if necessary, but, in every case, changes shall be posted not later than **8:00 a.m. Thursday** of the preceding week, **except that in the Plant Service Center, between May 1 and September 30, the cut-off time shall be 4:00 p.m. Thursday.**
- A. When employees, who are scheduled for work in accord with Section 5.02.1 above, are not informed concerning new or revised schedules before **8:00 a.m. Thursday** of the immediately preceding calendar work week (**4:00 p.m. Thursday in the case of the Plant Service Center between May 1 and September 30**), the schedule for the current week shall be considered as the schedule for the succeeding week.
  - B. It is the responsibility of the employee to verify his work assignment for the coming week. Employees who are on vacation may call collect to find out their work assignments and tours for the coming week.
- 5.02.3 **TOUR ASSIGNMENT** - In the assignment of formally scheduled tours, the desires of all regular employees in accordance with their seniority, shall control with due regard to the demands of any service provided to the public by the Company. **Excluded from this process are employees on LTD status who are absent during the tour selection process; where such employees are returned to work, they may bid on their desired tour(s) during the next scheduled round of tour selection. Until that time, an employee's preference will be considered to the extent it can be accommodated consistent with the needs of the business.**
- 5.02.4 **Re-bidding:** where an employee leaves a group, any tour vacancy created thereby which the Company chooses to fill will be open for bidding; any further tour vacancies created by this re-bidding process which the Company chooses to fill will also be opened for bidding as they arise.
- 5.02.5 All part-time employees may be formally scheduled on any day for the actual number of hour for which work performance is required, not, however, to exceed eight (8) hours.
- 5.02.6 A formally scheduled tour of duty shall be considered as falling on that calendar day in which the majority of the hours of the scheduled tour occur. If the scheduled hours are equally distributed between the two (2) calendar days, the first of such days shall be considered as the day for which the tour is scheduled.
- 5.02.7 Formally scheduled work hours may be changed if requested by any employee if, in the opinion of the Company, the work load and other work

requirements permit, provided, however, that there is no increased cost to the Company because of overtime pay that might be required as a result of the change. The changed scheduled hours then shall supersede and replace the originally scheduled hours which shall cease to exist.

5.03 **TOURS OF DUTY -**

- 5.03.1 For the classifications of Communications Technician (Installer-Repair Person, Cable Splicer and Combination Person primary job function) the normal workday shall end by 9:00 P.M. Employees in these classifications scheduled for Saturday and/or Sunday will work a tour ending no later than 8:00 P.M.
- 5.03.2 For the classifications of Utility Custodian, Building Mechanic, Storekeeper, and Building Technician the normal workday shall end by 11:30 P.M.
- 5.03.3 For the classifications of Communication Technician (Equipment Repairer function), Equipment Installer, Testboard person, Service Office Representative (Dispatch **Clerk**, Repair **Clerk** and LD/Special Circuit Repair **Clerk**, Facilities Assignor/Cutter, Collections Consultant I & II, and NOC Technician the normal workday shall end by midnight. In areas where twenty-four (24) hour coverage is required, an eight **consecutive** hour tour **starting at or after 4:00 P.M. and ending at or before 8:00 A.M.** may be established. Such tour will include the applicable differential and include a lunch period of one-half (1/2) hour.
- 5.03.4 For all other classifications, the normal workweek shall be Monday through Friday and the normal workday shall end by 9:00 P.M. **For Work at Home Agents and Sales and Service Specialists (Bi-lingual), see Article 15, Section 15.10, B.6.**
- 5.03.5 A tour of duty shall consist of not more than eight (8) hours, exclusive of a meal period. Each session shall contain one (1), fifteen (15) minute break as near the middle of each session as practical. In the event of the need to have more than the standard one-half (1/2) hour or one (1) hour lunch period between sessions, there may be no more than six (6) hours **and no less than four (4) hours**, between the end of the first session and the beginning of the second session, **unless a shorter session break is agreed to by the Company and an employee.** (Employees hired into a position covered by this Agreement prior to January 1, 2002 shall only be scheduled to work a tour with more than the standard lunch period between sessions on a voluntary basis.) There shall be no less than eight (8) hours between the end of one scheduled tour and the commencement of the next except by mutual agreement of the employee and the Company.
- 5.03.6 Employees who are covered in Section 5.03 of this Article and are scheduled to work tours ending two (2) or more hours after those designated or are scheduled to work on a day not designated will be scheduled to work an eight (8) hour tour **that includes** a paid lunch period of one-half (1/2) hour.
- 5.03.7 It is the intent of the Company to continue the local practices for tours and tour selection, including rotation, requirements for paid periods of one-half (1/2) hour, and not scheduling an employee for the Saturday preceding his

vacation week in those locations where such practices currently exist. Local practices notwithstanding, the Company may limit tour selection in the Plant Service Center to once per calendar year.

5.03.8 All Districts

This does not preclude the Company from exercising its rights under Article 16, should service requirements necessitate such action.

5.03.8 In those instances where the parties agree, or have agreed, to a four day, ten hour per day schedule for any classification, the following shall apply for employees working such a schedule: paid days off will be treated as ten hour days, however, such employees will be entitled to four floating holidays and the schedule during the week of a designated fixed holiday in Article 9.01 shall revert to a five day, eight hour per day schedule; overtime premium shall be paid for hours worked beyond ten in a day; single days of vacation will be treated as ten hours per day and deducted from the employees total vacation entitlement based on hours (two weeks of vacation per Article 10 shall be 80 hours of vacation; three weeks shall be 120 hours; etc.).

**5.04. STAND-BY -**

**In the event the Company determines to place an employee on stand-by, a list by job classification and primary function of volunteers will be maintained and assignments will be rotated on a weekly basis among qualified volunteers. In the absence of sufficient number of qualified volunteers, the Company will designate qualified individuals to be on stand-by in inverse order of seniority on a rotational basis from amongst all employees in the appropriate job classification and primary function. Except in extraordinary circumstances or in anticipation of emergencies, stand-by assignments designations will be made not less than seventy two (72) hours in advance.**

**5.04.1 Stand-by assignments may be in increments of no more than a full week (Tuesday 8 a.m. to Tuesday 8 a.m.). Employees will be paid ten (10) hours straight time pay for such assignment. This pay is in addition to normal call-out pay for any call-outs that occur while on stand-by, per Article 7.04.**

**5.04.2 Employees on stand-by will be provided an appropriate means for being contacted by the Company (e.g. cell phone, pager, etc.) and a Company vehicle. An employee on stand-by is responsible for reasonably timely response to all calls (normally en route to the job within 30 minutes of the call-out).**

## ARTICLE 6

### MISCELLANEOUS TIME OFF

6.01 **DEATH IN FAMILY** - Regular and part-time employees shall be granted excused time off with pay, based on the circumstances in each case, by reason of making arrangements or, attending a funeral of, or because of compelling legal matters

directly related to the death of a member of the immediate family or any other relative actually living in the home of the employee, in accordance with Sections 6.01.1, 6.01.2, 6.01.3, and 6.01.4 below. Such excused time shall be compensated at the basic hourly rate for the formally scheduled work hours actually lost. This excused time shall normally only be applicable through a period starting with the day of death and including the day following the burial. The employee shall select the day or days he desires to be absent within this funeral period. Employees may be granted time off for the funeral of persons not indicated below when circumstances warrant. The determination regarding such requests shall not be subject to the provisions of Article 23 except with respect to alleged violation of the provision of Article 1 regarding nondiscrimination.

6.01.1 There shall be a maximum **of five (5)** days excused absence for the death of an employee's spouse, child (including stepchild and adopted child), grandchild or parents.

6.01.2 There shall be a maximum of three (3) days excused absence for the death of an employee's parents-in-law, brother, sister, step-brother, step-sister, step-parents, legal guardian, grandparents or any other relative actually living in the home of the employee.

6.01.3 There shall be one (1) day excused absence for the death of an employee's son-in-law, daughter-in-law, grand-parents-in-law, brother-in-law, sister-in-law, aunt or uncle, subject to the same conditions as stated in Section 6.01 above.

6.01.4 If a funeral period occurs during an employee's vacation or holiday time, such employee shall have the right to cancel that portion of their vacation or holiday time that coincides with the funeral period as outlined in Section 6.01 above. All canceled vacation or holiday time can be taken at a later time mutually agreeable to the employee and the Company, but may not be carried over to the following calendar year.

6.02 **JURY DUTY** - Any regular employee shall be paid at the basic wage rate for excused time off from work because of jury duty. Employees engaged in jury duty shall, while temporarily excused from attendance in court, report for scheduled duties during regular tours.

6.02.1 The Company will reschedule employees serving on Jury Duty to an 8:00 a.m. to 5:00 p.m., Monday-through-Friday work tour if service requirements permit. No overtime will be paid those employees as a result of any schedule changes.

6.03 **APPEARANCE BEFORE CONSTITUTED AUTHORITIES** - Any employee shall be paid at the regular wage rate, plus applicable premiums and differentials, for excused time off from work because of appearances before constituted authorities on behalf of the Company.

6.03.1 Other appearances before constituted authorities by regular employees may be permitted without loss of basic pay if the reasons are satisfactory to the Company, such as required appearances to act as witnesses for third parties, or to act as witnesses for the Company, but will not include appearances necessary to act in their own behalf, such as paying for traffic violations or other civil or criminal actions against them.

- 6.04 **MILITARY TRAINING** - All regular employees who are subject to reinstatement and who are actually reinstated under the Selective Training and Service Act of 1940, the Selective Service Act of 1948, as amended, or the Universal Military Training and Service Act of 1951, as amended, shall be granted immediately all Accredited Service as of the date of entry into military service plus credit for all lawfully recognized time in military service as defined in the aforementioned acts.
- 6.04.1 Regular employees with accredited service of one (1) year who are drafted or enlist in the armed forces of the United States, will be paid the difference between their total military pay including allotments and special pay and their basic Company pay for a period of three (3) months.
- 6.04.2 Regular employees who are members of a component of the armed forces, either federal reserve or state national guard units, and who are required to perform annual field training, will receive the difference between their total military pay including allotments and special pay and their basic Company pay. Such difference in pay will be made up only for absence from formally scheduled hours and with a maximum of eighty (80) hours in any calendar year. A statement must be provided by the employee's commanding officer certifying the total amount of time and total compensation including allotments and special pay received for the period of absence.
- A. An example of the computation follows. An employee earns \$200 per week (Company basic pay); he earns \$320 (total Military Pay including all special pay and allotments) for fifteen (15) days of military duty. He is absent from work for 10 days. Computation = total military pay \$320: 15 days = \$21.33 per day. Total military pay for Company calculation - \$21.33 x 10 days = \$213.30 or \$106.65 per week. Basic Company Pay \$200 - \$106.65 adjusted military pay = \$93.35 per week owed to employee.
- 6.04.3 Hazardous duty pay will be the only exception to 6.04.2 above.
- 6.05 **EXCUSED DAYS** - Employees on the payroll as of July 1, 1992 will be provided one (1) excused day off with pay, (to be taken as a full day), during each calendar year with sufficient prior notification and approval by the Company. Such excused time is not cumulative and may not be carried over by an employee from one calendar year to another.

## ARTICLE 7

### PAYMENT FOR OVERTIME

- 7.01 It is recognized that employees may be required to work overtime unless prevented on occasion from doing so by compelling personal reasons.
- 7.02 The Company will make every reasonable effort to equalize, as nearly as possible, the opportunities for call-out overtime and scheduled overtime for employees by primary function in each job classification and reporting center or work group. The Company will post lists of each type of overtime monthly for each work group

reflecting the number of overtime opportunities and hours worked during the previous month.

7.02.1 Forced overtime will be maintained by reverse seniority on a rotational basis.

7.02.2 Overtime Equalization: If an employee is working on a job and overtime is required, the employee will complete the job unless there is mitigating circumstances to release him.

**7.02.3 Where a supervisor requests or an employee incurs "incidental" overtime following the end of the employee's regularly scheduled tour, such overtime when worked in the same day will not be counted for purposes of overtime opportunity equalization if the total time worked is one-half (1/2) hour or less.**

7.03 Overtime is defined as follows:

7.03.1 All time worked by regular employees in excess of the required hours of work in a scheduled tour whether the scheduled tour is eight (8) hours or less.

7.03.2 All time worked in excess of eight (8) hours in any one (1) day. Excluded under this provision is time worked that is considered make-up time.

7.03.3 All time worked in excess of forty (40) hours in a calendar work week for which overtime has not been paid on a daily basis.

7.03.4 When a regular employee is required to come to work on his non-scheduled day, all hours worked on that non-scheduled day will be paid for at the time-and-one-half rate. Excluded under this provision is time worked that is make-up time.

7.03.5 When telephone service requirements necessitate the changing of the hours to be worked on any scheduled day from the original formally scheduled tour of duty, the treatment shall be as follows.

A. When less than eighteen (18) hours notice before the start of work on a changed daily tour is given to an employee, the employee will work and be compensated for the hours of the changed tour as follows.

B. Straight-time compensation for all hours in the changed tour that coincide with the regularly scheduled tour.

C. Overtime compensation for all other hours. When notice of eighteen (18) hours or more before the start of work on the changed tour is given, the changed tour shall be the employee's scheduled tour for all purposes.

7.04 A call-out is defined as a call of a regular employee to perform work during non-scheduled hours.

7.04.1 If the time worked immediately follows and connects with regularly scheduled time, it shall not be considered a call-out.

7.04.2 Call-out pay shall be at the applicable rate for the time worked, with a minimum of three (3) hours at the straight-time rate if the call out begins before midnight and a minimum of four (4) hours at the straight-time rate if the call out begins after midnight. The minimum is determined by the time the call is received. Call-outs begin from the time the employee is called and end when the employee returns home.



- 7.04.3 Call Out: If an employee is called more than once during his nonscheduled time, he will receive the appropriate minimum call out each time he is called.
- 7.04.4 If an employee is called at home and works the problem out over the phone, he will receive the appropriate minimum call out if such call is made by the supervisor or with supervisory approval.
- 7.05 All paid time not worked except sick time will be counted as time worked in the computation of weekly overtime.
- 7.06 Total compensation for overtime worked shall be at the rate of one and one-half (1-1/2) times the straight-time rate of pay during the specific overtime hours worked. There shall be no pyramiding of overtime rates or other premium rates calling for payment of at least one and one-half (1-1/2) time.
- 7.07 Overtime normally will be worked on one (1) day but it may extend from one (1) day to another when the time worked is continuous. Overtime may be worked either prior to, after, or both prior to and after the scheduled tour. Work time shall be considered continuous if it immediately precedes or follows hours worked in a scheduled tour of duty or if the employee is requested to return to work before leaving the premises. The granting of a meal period not in excess of one (1) hour shall not interrupt continuity for the purpose of this paragraph.
- 7.08 No employee shall be required to take time off within his regular scheduled working hours to compensate for overtime worked.
- 7.09 Scheduled overtime and call out overtime will normally be assigned to the proper primary job function within the proper classification.

## ARTICLE 8

### DIFFERENTIAL AND PREMIUM PAYMENTS

- 8.01 Employees working a regular eight (8) hour tour will be paid a differential one dollar and **fifty cents (\$1.50)** for those hours actually worked between **10:00 P.M.** and 7:00 A.M. Employees working a regular eight (8) hour tour where the second session begins more than one (1) hour after the end of the first session will be paid a differential of 10% of their base straight-time hourly rate for all regular hours worked.
- 8.02 If an employee works Christmas Eve or New Year's Eve between the hours of 5:00 P.M. and 12:00 A.M., he will be paid one and one-half (1-1/2) times his basic hourly rate for all hours worked between these hours.
- 8.03 A bargaining unit employee who accepts an assignment to perform supervisory functions, shall receive the basic rate of pay plus a differential of ninety (\$0.90) cents per hour for each hour so worked. All such assignments shall be voluntary and shall not be for more than six consecutive months.
- 8.04 All time worked on a Sunday will be paid at the rate of one and one-half (1-1/2) times the straight-time rate of pay for each hour worked.
- 8.04.1 When the time actually worked on Sunday is two (2) hours or more, time worked shall be included as part of the forty (40) hour work week for overtime purposes.

**8.05 For the life of the current Agreement, the Company will pay a certification differential to Communications Technicians, NOC Technicians, PC Technicians, and employees in the Plant Service Center, as follows:**

**Certification**

<b>Comp TIA +</b>	<b>\$0.25 per hour</b>
<b>Network Plus</b>	<b>\$0.25 per hour</b>
<b>CCNA</b>	<b>\$.50 per hour</b>

**The certification differential is cumulative; when an employee has all three certifications, the employee can earn an additional \$1.25 per hour.**

**ARTICLE 9**

**HOLIDAYS**

**9.01 All eligible employees will be granted time off at the basic rate of pay on the following listed holidays or days publicly observed as the holiday.**

<b>New Years Day</b>	<b>Thanksgiving Day</b>
<b>Memorial Day</b>	<b>Day after Thanksgiving</b>
<b>Independence Day</b>	<b>Christmas Day</b>
<b>Labor Day</b>	<b>Five (5) Floating Days*</b>

\* Should an employee have a need to use floating holidays in less than full day increments, such requests will be granted subject to operating needs.

9.01.1 Part-time employees will be paid holiday allowance at the basic hourly rate on the basis of averaged actual hours worked in the previous six (6) week calendar period. The average shall be divided by thirty (30) days to reach the total hours such employees will be paid, up to a maximum of eight (8) hours holiday allowance.

9.01.2 New employees, in their first year of employment, may take floating holidays in accordance with the following schedule:

- Five floating holidays if hired from Jan. 1 through Feb. 29
- Four floating holidays if hired from March 1 through April 30
- Three floating holidays if hired from May 1 through June 30
- Two floating holidays if hired from July 1 through Aug. 31
- One floating holiday if hired from Sept. 1 through Oct. 31
- No floating holidays if hired after Oct. 31

- 9.02 Holiday allowance will not be paid when an employee is absent from work without proper excuse or permission on a regularly scheduled working day before or the day after a holiday or the holiday itself, if on any of these days he was regularly scheduled to work.
- 9.03 For Monday through Friday Work Weeks: If a holiday occurs on a Sunday, the following Monday shall be observed as a holiday. If a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.
- 9.03.1 For Other than Monday through Friday Work Weeks: If a holiday falls on the first of their two days off, the preceding will be their day off. If the Holiday falls on their second day off, the following day will be their day off. If mutually agreeable, the employee may select another day off in the same pay period.
- 9.03.2 For those employees who are scheduled to work the actual holiday, that day will be their holiday. If coverage for that day is required by the Company, the scheduled employee will work unless the Company and the Union agree otherwise.
- 9.04 When it is desirable because of operating requirements that a regular employee is required to work on a holiday, the employee may receive holiday allowance (eight (8) hours at the basic hourly rate) and holiday premium (eight (8) hours at two (2) times the basic hourly rate including applicable premiums and differentials) or holiday premium and select a substitute holiday on a day mutually agreeable with the Company and the employee. If the work in question, or any part thereof, is outside the employee's normal working hours, he shall receive two and one-half (2-1/2) times his regular rate of pay. The selection of the substitute holiday automatically makes the holiday substituted for an ordinary day and no holiday allowance will be paid for work performed on that day under any circumstances.
- 9.04.1 When a part-time employee is required to work on a holiday, the employee shall be paid holiday allowance in accordance with Section 9.01.1 above and shall be paid holiday premium (time and one-half including applicable premiums and differentials) for those hours actually worked.
- 9.04.2 When an employee is forced to work the holiday, it will be the least senior employee on a rotational basis. **Effective beginning 2011, in order to be considered to have been forced to work a holiday for purposes of rotation under this subsection 9.04.2, the employee must have actually worked that holiday.**
- 9.05 When a holiday falls within the employee's vacation period, such day shall not be charged as a vacation day. In such case, employees will have the option of selecting, with mutual agreement, the immediate preceding Friday, the following Monday, or another day as vacation. The Company shall make every reasonable effort to approve such request.
- 9.06 Holidays shall not be carried over into the subsequent year and should be scheduled by September 1.

## ARTICLE 10

### VACATIONS

- 10.01 Vacations with pay will be granted to eligible employees in accordance with the following schedule:
- A. Employees who complete six (6) months of service by September 15 of the calendar year shall receive one (1) week vacation with pay.
  - B. Employees who complete two (2) years or more, but less than eight (8) years of service within the calendar year shall receive two (2) weeks vacation with pay.
  - C. Employees who complete eight (8) or more years, but less than fifteen (15) years of service within the calendar year shall receive three (3) weeks vacation with pay.
  - D. Employees who complete fifteen (15) or more years but less than twenty-five (25) years of service within the calendar year shall receive four (4) weeks vacation with pay.
  - E. Employees who complete twenty-five (25) or more years of service within the calendar year shall receive five (5) weeks vacation with pay.
- 10.01.1 **In the initial vacation selection, a maximum of two (2) weeks may be chosen between May 1 and September 30. After all employees have been given an opportunity to exercise their selection, employees eligible for more than two (2) weeks vacation may choose from the remaining weeks between May 1 and September 30.**
- 10.01.2 If the last day of the year falls on Wednesday or later, then that vacation week will be considered as the current year vacation.
- 10.02 The allowance paid to each employee shall be determined by the following formula.
- 10.02.1 Vacation pay allowance for part-time employees will be prorated and computed in accordance with the hours worked, exclusive of overtime, during the previous year.
  - 10.02.2 For regular employees, the vacation pay allowance will be forty (40) hours times the current basic hourly rate for each week of vacation time off.
- 10.03 Employees shall not be permitted to remain on duty for the purpose of accumulating vacation time to be carried over to a succeeding year nor for the purpose of receiving the vacation pay allowance without taking the vacation time off. Vacation days should be scheduled by September 1.
- 10.03.1 The Company will allow up to three (3) weeks split vacation. **The Company may permit employees to take up to 24 hours of their vacation time in hourly increments on a “first come, first served” basis.**
  - 10.03.2 Seniority will prevail for advance selection of vacation days at the time the vacation schedule is initially posted insofar as telephone service and work requirements permit. All subsequent requests will be handled on a first-come, first-serve basis.

10.04 The selection of vacation periods shall be governed by the desires of the employees in accordance with their seniority insofar as telephone service and work requirements permit. Selections shall be made according to predominate job functions within work groups.

**Note: See “Trial for the Selection of Time Off” Memorandum of Agreement.**

10.04.1 If the seniority dates of two (2) or more employees are identical, the employee with the earliest dated application form will select first; **if the application is “time-stamped”, the earlier or earliest time on the same date will be determinative.** If the application dates (and times, if the application has a “time stamp”) are identical, the employee with the lowest social security number will be considered the senior employee; **for employees hired after March 1, 2010, only the last four (4) digits of their social security number will be considered (lowest number treated as the senior employee), and if those 4-digit numbers are the same, the lower/lowest middle social security number (4<sup>th</sup> and 5<sup>th</sup> digits) will be determinative.**

10.04.2 Should the Company close weeks to vacation selection, the Company will, based on operational requirements, give at least one additional employee off in an equal number of weeks at other times.

10.05 Should unforeseen circumstances arise, the Company may require needed employees to change from previously assigned vacation periods; no loss of vacation benefits shall result from such change. Employees whose vacations are changed at the request of the Company shall have first consideration in the selection of alternative periods. The Company agrees that such changes shall be kept to a minimum and that affected employees will be notified of the need to change as far in advance as circumstances permit.

10.05.1 It is agreed that, if a transferred-in employee is in the new section at the time the vacation schedule is to be selected, such employee will be allowed to utilize the full seniority that the employee has at the time the vacation schedule is posted. If a transferred-in employee arrives in a new section after the vacation schedule has been selected, such employee will not be able to exercise his seniority until the following year’s vacation schedule is presented for selection. When service requirements permit, an employee who has transferred into a new section will be allowed to maintain his previous vacation schedule.

10.06 For convenience in scheduling vacations, the Company will, where there is no abuse of the privilege, permit an employee to take his vacation time off before completion of the Accredited Service required in 10.01 above for eligibility to a second, third, fourth, or fifth week of vacation time off within the calendar year.

10.06.1 An employee who terminates, whose last day worked is before the completion of the accredited service required in Section 10.01 above, for eligibility to a 2nd, 3rd, 4th, or 5th week of vacation, and has received the advance vacation as outlined in Section 10.06 above will be required to reimburse the Company for this vacation advance before leaving the employ of the Company.

- 10.07 If immediately prior to the start of his scheduled vacation, an employee is temporarily off duty because of illness, injury, or jury duty, such employee shall have the right to have his vacation rescheduled and the Company shall assign to such employee a new vacation period that is mutually agreeable.
- 10.08 If conditions arise either because of the needs of the business or personal consideration of employees requiring changes in the vacation schedule, such changes may be made by arrangement between the Company and the employees affected. **It is agreed that employee requests to cancel or change previously scheduled vacation shall be kept to a minimum; such requests must be made at least 2 calendar days before the scheduled start of the vacation and must be based on unforeseen developments or compelling personal circumstances.**
- 10.09 In the event the Company changes an employee's vacation schedule or recalls an employee from vacation and the employee suffers an actual expense thereby, the Company shall reimburse the employee's actual out-of-pocket expenses and allot another vacation period.
- 10.10 An employee who has worked during the year and is on a leave of absence for disability or illness will take his vacation upon return to work in the same calendar year, service requirements permitting; if vacation time in the same calendar year cannot be granted or scheduled due to service requirements or there is insufficient time remaining in the year to take any unused vacation, he will be paid in lieu of the unused vacation. If he is unable to return to work before the end of the calendar year, he will be paid in lieu of the unused vacation.**
- 10.11 The Company will not normally assign a tour to any employee the two (2) days directly prior to the employee's scheduled vacation week. Employees normally non-scheduled on Tuesday and Wednesday would be rescheduled to a Sunday through Thursday work tour the week prior to vacation.
- 10.12 Beginning in calendar year 2011, the carry over of unused vacation will not be permitted except in the following instances:**
- 10.12.1 Previously scheduled vacation is cancelled by management due to business needs, emergencies or the like and cannot be rescheduled before the end of the calendar year.**
- 10.12.2 In circumstances covered by Section 10.07, the previously scheduled vacation cannot be rescheduled before the end of the calendar year.**
- 10.12.3 An employee requests and is approved to hold time for the following year for a matter of great personal or family importance.**

## ARTICLE 11

### SENIORITY

- 11.01 Seniority is the total days, months, and years of employment while in any reciprocal unit (Southern District 363.4, Northern District 363.12, and Central District 363.43). Employment is defined as that calendar time for which an employee receives

wages (including paid time off), lost time due to service in the Armed Forces, time lost in a layoff status not to exceed twenty-four (24) months, Company paid short term and long term disability not to exceed twelve (12) consecutive months in any one occurrence, leave of absence of less than thirty (30) days, Family and Medical Leave of Absence and probationary time.

- 11.02 If the seniority dates of two (2) or more employees are identical, the employee with the earliest dated application form will be senior **if the application is “time stamped”, the earlier or earliest time on the same date will be determinative. If the application dates (and times, if the application has a “time stamp”).** If the application dates are identical, the employee with the lowest social security number will be considered the senior employee; **for employees hired after March 1, 2010, only the last four (4) digits of their social security number will be considered (lowest number treated as the senior employee), and if those 4-digit numbers are the same, the lower/lowest middle social security number (4<sup>th</sup> and 5<sup>th</sup> digits) will be determinative.**
- 11.03 An employee who transfers between bargaining units party to this Agreement, or who transfers from a bargaining unit not party to this Agreement that has reciprocity language in its contract, shall have their seniority bridged as follows:
- A. For the purpose of tour and vacation selections, six (6) months of continuous service in the new unit.
  - B. For the purpose of layoffs, recalls, transfers and promotions, thirty-six (36) months of continuous service in the unit.
- For purposes of establishing continuous service in the unit, the start date in the position in the unit shall be used.
- 11.03.1 An employee who transferred between bargaining units party to this Agreement will continue to accumulate seniority during their thirty-six (36) month bridging period in their originating bargaining unit as long as they remain in a position covered by this Agreement and can exercise their seniority in their previous unit during this bridging period.
- 11.03.2 An employee will accumulate seniority in a transferred-into bargaining unit as long as he/she remains in a position covered by this Agreement.
- 11.04 Any time spent as a temporary employee shall not count towards seniority.
- 11.05 All seniority will be lost and never bridged when an employee is discharged for cause.
- 11.06 An employee who is terminated due to the expiration of his/her twenty-four (24) month recall period or who accepts termination allowance and who is subsequently re-engaged, shall be given credit for all previous seniority as credited to him/her on his/her layoff date when he/she becomes a regular employee including time spent on recall list not in excess of twenty-four (24) months.
- 11.07 The Company agrees to furnish the Union with a separate list of employees for each bargaining units in January and July of each year. Information contained in the list will be name, address, classification, accredited service date and birth date as shown on the Company records.
- 11.08 Bargaining Unit Chairpersons and Vice Chairpersons shall, for their terms of office, have top seniority for the purpose of layoffs only.

- 11.09 An employee covered under the terms of this Agreement who leaves the bargaining unit and returns within one year from the date of leaving the bargaining unit or who terminates employment with the Company and chooses to return to the bargaining unit within six (6) years from the termination date will have his/her seniority bridged as follows:
- A. After six (6) months will bridge for tours and vacations;
  - B. After thirty-six (36) months will bridge for layoff, recalls, transfers, and promotions.
- 11.10 **All seniority will be lost and never bridged when an employee volunteers to terminate service under the Voluntary Separation Plan under Section 12.02 of the Agreement.**

## ARTICLE 12

### LAYOFFS AND RECALLS

- 12.01 Whenever lack of available work makes it necessary for the Company to lay off employees, the Company shall decide which job classification (by primary job function within the job classification and reporting center, if applicable) is surplus and notify the employees affected and the Union sixty (60) calendar days in advance of effective date of layoff.
- 12.02 Before the layoff procedure begins, the Company will offer a Voluntary Separation Plan to those employees in the affected job classification in the affected area (as defined below), by seniority, as outlined herein.
- Adams/Pulaski
  - Boonville/Lowville/Old Forge
  - Chestertown/Corinth/North Creek/Indian Lake
  - Johnstown/Fort Plain/Northville
  - Deruyter/Norwich/Sherburne/Waterville
  - Chenango Bridge/Greene/Newark Valley/Sidney
  - Walton
  - Keesville
  - Middletown/Port Jervis/Barryville/Narrowsburg
- 12.02.1 Voluntary Separation Plan. An employee who elects to accept voluntary separation shall receive as termination allowance three (3) weeks of base pay per year of Accredited service to a maximum of 26 weeks to be paid bi-weekly or in a lump sum at termination. Such employee will also be entitled to three (3) months of Company paid COBRA for medical and dental coverage. Employees who elect voluntary separation shall have no recall rights.
- 12.02.1.1 If the employee who accepts the Voluntary Separation Plan is not in the primary job function and reporting center where the surplus was identified as outlined in 12.01 above, the company will canvas for volunteers in the affected reporting center to fill this vacant position. If



there are no volunteers, the least senior Communication Technician in the affected reporting center will be transferred to fill this vacant position.

- 12.03 If the required number of employees to be reduced is not obtained through the Voluntary Separation Plan, employees to be laid off shall be selected on the basis of seniority in the job classification (by primary job function within the job classification and reporting center, if applicable) affected, the least senior employee to be the first laid off, and the most senior the last. Temporary employees shall be laid off before part-timing or laying off of regular employees is effected.
- 12.04 Employees selected for layoff shall have the right to replace any other less-senior employee in the bargaining unit in a lower or equal classification or a less senior employee working in their former classification provided the employee and/or the Union makes such a request within five (5) work days following the conclusion of the fourteen (14) calendar day election period for the Voluntary Separation Plans.
  - 12.04.1. The Company will provide the affected employee(s) with a list of positions that are occupied by less senior employees.
- 12.05 However, an employee, who is notified that he is to be laid off, and who makes a request to replace any other less-senior employee in the bargaining unit must be able to qualify in no longer than 90 days. This time frame may be extended for specified periods of time by mutual agreement, but in no instance for more than a combined total of 180 days. An employee may elect to take a layoff without prejudicing his right of being recalled when his job is again available. An employee not able to qualify will be considered a laid off employee and will be placed on the recall list for the remainder of time since the date the layoff began and will not be entitled to any other layoff options.
- 12.06 The Company shall keep an up-to-date list of employees laid off and eligible for reemployment within the bargaining unit.
- 12.07 The Company shall supply the Union with a copy of the layoff list. The Company shall inform the Union by letter of the Company's reason for the removal of any employee from the recall list. If the Union feels that the removal was in violation of this Agreement, the Union may file a grievance provided it does so within fifteen (15) calendar days after receipt of the Company's letter.
- 12.08 Employees on the recall list shall first be recalled to their former job classification by seniority in the inverse order of layoff. Second, a displaced employee will be returned to his former classification. If no such person is available or qualified, then a new employee may be hired in that classification.
- 12.09 When any of the following occur during the recall period the employee will be terminated.
  - 12.09.1 Failure to reply within five (5) working days to a notice of recall provided such notice is sent by registered mail by the Company to the last known address of employee.
  - 12.09.2 Refusal to accept the Company's offer of a job in the same position in the same bargaining unit and less than 30 miles from the employee's normal reporting center at a rate of pay equal to or better than that held by the employee at time of layoff except that an employee who, because of illness or accident is unable to report for work, shall be granted a leave of absence.

- 12.09.3 Failure of an employee without just and lawful cause to report for work within fourteen (14) calendar days after his acceptance of the job offered by Company.
- 12.09.4 Acceptance of termination allowance as provided for in Section 15 of this Article.
- 12.09.5 The Company shall notify the Union in writing of job openings and the names of employees it intends to assign to such openings. The Union reserves the right to file a written grievance within fifteen (15) calendar days of such notice.
- 12.10 The Company will notify the Union and the employee before hiring new employees, when there are employees on the recall list, of job openings and grant the Union/Employee eight (8) calendar days to submit names of employees eligible and willing to accept jobs open.
- 12.11 Employees may reject Company offer of employment without jeopardizing their seniority when such offer is for a temporary period or in a lower job classification than that previously held by the employee.
  - 12.11.1 Any temporary time worked by a laid off employee shall be added to his recall period.
- 12.12 A recalled employee shall be paid at the rate then in effect for that job classification and in accord with his seniority.
- 12.13 It is agreed that, although the workweek shall consist of forty (40) hours to be performed five (5) days, eight (8) or fewer hours each day, the workweek may be reduced to as low as thirty-two (32) hours by mutual agreement before the Company will layoff any employees for lack of work.
- 12.14 Regular employees, having one (1) year or more of Accredited Service, who are laid off shall be paid a termination allowance based on the employee's Accredited Service and basic wage rate at the time of separation.
- 12.15 **TERMINATION ALLOWANCE:**
  - 12.15.1 The termination allowance is determined as follows:
    - A. one (1) week's pay for each of the first ten (10) years of accredited service
    - B. two (2) week's pay for each of the next five (5) years of accredited service
    - C. three (3) week's pay for each year of accredited service beyond fifteen (15) years of accredited service
    - D. The maximum termination allowance to be paid shall not exceed 52 weeks.
  - 12.15.2 Termination allowance will be paid on a bi-weekly basis or in a lump sum if requested by the eligible employee.
  - 12.15.3 The employee will have the option of taking the termination allowance or remaining on the recall list in accordance with the following provisions.
    - A. Termination allowance may be taken up to twelve (12) months following the effective date of his layoff.
    - B. If termination allowance is not taken within the twelve (12) month period, the employee will remain on the recall list for twelve (12) additional months, at which time his employment will be terminated

without any termination allowance.

- 12.16 Any employee with one or more years of Accredited service who is laid off as a result of technological change may be eligible for one of the following:
- A. Up to \$3,500 to be used for retraining or up to \$3,000 for relocation. This payment will be made within 24 months of the layoff effective date and will be paid upon successful receipted completion of the training program or relocation.
  - B. Pension eligible employees may, in lieu of A, elect to receive the \$3,500 payment as a lump sum.

The Company reserves the right to apply the benefits of this provision to any surplus in force, whether or not it is brought about by technological change that the Company deems appropriate. All elections shall be voluntary, and acceptance by the Company will be in order of seniority.

## **ARTICLE 13**

### **SAFETY AND HEALTH**

- 13.01 The Company and the Union mutually agree to continue a joint Safety Committee in each New York district of the Company. Each New York committee will consist of five (5) representatives from labor and three (3) representatives from management. The Safety/Security Coordinator or his authorized representative will serve as a member of such committee in an advisory capacity only. Each committee shall hold quarterly meetings for the purpose of reviewing accidents, discussing unsafe practices and recommending such remedial measures as may be necessary.
- 13.02 No employee shall be required to climb or otherwise endanger himself unless and until he has been properly instructed and trained, or is under proper instruction in the work required.
- 13.02.1 In cases involving the refusal by an employee to perform a work assignment that he considers unsafe or for which he has not had proper training, discipline will not be administered until the issue has been discussed with the next higher level of supervision and the Safety/Security Coordinator.
- 13.03 The Company shall furnish all tools, raincoats, boots, hats, safety devices, and other equipment necessary to do the work and to maintain the standard of service required by the Company. The employees receiving such tools and equipment shall be held responsible for their return in good condition, ordinary wear and tear and reasonable loss expected. The company shall provide suitable and safe space for storing tools and equipment furnished employees, convenient to place of employment. Whenever the wearing of work gloves is mandatory by Company rule or instruction, such gloves as needed shall be furnished by the Company. The Company may, on occasion, require an employee to carry tools in his personal vehicle to a temporary reporting center. The details of the type of tools will be worked out by the Company and the employee/Union.

- 13.03.1 Work Boot Allowance: Beginning in January 2011, and then every year thereafter, the Company will provide an allowance of \$175 towards the purchase of work boots by employees whose jobs require special footwear meeting applicable safety standards and requirements. The work boots will be ordered from a Company-provided catalog(s). Eligible newly hired or promoted employees will receive this allowance after being hired or promoted, and will then be covered by the standard annual allowance program in January of the following year.**
- 13.03.2 When a customer requires clothing or footwear meeting special safety standards (such as requirements for working on electrical utility generating sites), the Company will provide the specialized clothing or equipment at no cost to the employee; such specialized clothing or equipment shall be returned to the Company after being used.**
- 13.04 No employee shall be required to perform any hazardous task until he has been properly instructed and protected.
- 13.05 Adequate facilities shall be provided by the Company for hanging employees' clothing, and also adequate washstands, rest rooms, and toilets. Precautions to secure the health and safety of employees shall, as far as practical, be at all times taken by the Company. Employees shall observe all rules of the Company relative to the above.
- 13.06 All outside employees shall be paid for scheduled time when they actually report for work and when weather conditions prevent continuance of regular assigned duties, unless such work is necessary to protect life, property or continuity of essential service. The Company, however, reserves the right of determining the type and location of all duties to be performed by outside employees during inclement weather. Such duties will include inside work as available of which the employee is capable of performing, or when practicable, the time may be devoted to safety, first aid, or other instructions.
- 13.06.1 Inclement weather shall include continuous rain, wet snow, and such excessive cold weather as will interfere with the safe performance of work by outside employees.
- 13.06.2 If weather becomes inclement, employees must contact their supervisor and/or the Service Center for further job assignments and/or instructions.
- 13.07 When an employee works sixteen (16) or more hours in any twenty-four (24) hour period without having a rest period of at least eight (8) hours during that period, he shall be entitled to a rest period of eight (8) consecutive hours before returning to work. If this rest period extends into his regular scheduled working hours, he shall be paid straight-time rate for all time falling within his regular scheduled working hours that is necessary to give him eight (8) hours of rest. In the interest of the employee's personal safety or health, at the employee's request he shall be excused from reporting for work for the balance of his next regular scheduled work hours, without pay and without the employee, Company, or Union being in violation of any of the terms of this Agreement.

13.08 Those employees who are called out and work between the hours of 12:00 A.M. and 4:00 A.M. and are scheduled to report between 7:00 A.M. and 8:00 A.M. that day, shall receive a paid rest period of time off equal to time worked between 12:00 A.M. and 4:00 A.M., not to exceed four (4) hours. Such pay shall be computed at the employee's basic hourly rate. At the employee's option, sleep time may be taken at the beginning of his tour or be used for completion of that tour. For those employees scheduled to report to work for tours other than those beginning between 7:00 a.m. and 8:00 a.m., sleep time will be provided for those hours worked in the four (4) hour period commencing eight (8) hours after the end of their scheduled tour.

13.09 **Transportation for Employees:**

13.09.1 When the Company determines a condition exists that might be particularly hazardous to the employee, transportation will be provided to and from home. It is understood that if the Company provides transportation to work they will take the employee home at the employee's request.

## ARTICLE 14

### LEAVES OF ABSENCE

14.01 Leaves of Absence without pay as outlined in 14.01.1 and 14.01.2 below may be granted by the Company to regular employees when requested in writing, needs of the service permitting.

14.01.1 **30 Day Leave of Absence** - Is an authorized absence without pay not to exceed thirty (30) days, and need not require the formality of a leave-of-absence status. Such leave of absence will not affect the status of the benefits as outlined in Section 14.02 of this Article, with the exception of the Stock Plan as required by the Plan Prospectus. An employee on an authorized absence without pay of thirty (30) days or less will have his position held for his return.

14.01.2 **Six-Month Leave of Absence** - Is an authorized absence without pay in excess of thirty (30) days but not to exceed six (6) months. Time spent on such leaves will not be accumulated for seniority and accredited service purposes and will affect the benefits as outlined in Section 14.02 of this Article.

14.02 **Status of Benefits**

(If an employee becomes disabled during his leave of absence, he will not be entitled to the benefits as provided in the Company's Sickness and Accident Plan.)

14.02.1 **Vacations & Floating Days** - May be taken before or after any leave; however, such vacation and personal time may not be carried over to a succeeding year. It is the responsibility of the employee if he does not return to work by December 31, to notify the Company that he desires to receive this outstanding compensation.

- 14.02.2 **Group Insurance** - May be continued by an employee; however, the employee will be responsible for the total amount of the premium and will pay the Company on a timely basis.
- 14.02.3 **Concession Service** - Will terminate when an employee is placed on the leave of absence.
- 14.02.4 **Employee Stock Plan** - May be continued by the employee in accordance with the provisions and options as set forth by the prospectus of the plan in effect.
- 14.02.5 **Re-employment:**
- A. The employee will be notified in writing prior to the beginning of the leave by his supervisor whether or not his job is being held for him.
  - B. An employee who is on a leave of absence must notify the Human Resources Department of his intent to return to work at least ten (10) working days prior to the date the leave expires.
  - C. Upon expiration of a leave of absence, the employee will be entitled to resume employment in the last job in which he was engaged prior to the leave provided the job is available, unless termination is otherwise required by reduction in work force or for just cause.
  - D. If the employee has notified his supervisor of his readiness to return to work and his former job is not available, he will be placed on a preferential hiring list for six (6) months.
- 14.02.6 **Termination of the Leave of Absence** - A leave of absence shall terminate immediately when any of the following occur:
- A. The employee returns to active employment.
  - B. The employee accepts employment with another company.
  - C. The employee files for unemployment insurance without first advising the Company that he is ready to return to work.
  - D. The time period for which the leave of absence was granted has expired.
  - E. Failure of an employee without just and lawful cause to return to work at the end of a leave of absence.
- 14.02.7 An employee who is on a leave of absence due to accident or illness shall be limited to the six (6) month time period as outlined above; however, if additional time is needed, the case will be reviewed by the Human Resources Department and additional time will be granted if warranted.
- 14.03 An employee's election or appointment to accept full-time positions with the Local or International Union shall be considered good and sufficient reason for obtaining a leave of absence without pay upon the written request from the Business Manager of the Local Union to the Director-Human Resources for a period not to exceed three (3) years, renewable for successive three (3) year periods; it being understood that not more than two (2) employees at one time will be granted leaves of absence without pay to accept such full-time positions with the Union.
- 14.04 **Family/Medical Leaves of Absence:** 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 leave granted in conjunction with this Article and shall also run concurrently with any vacation or sick leave to which the employee may be entitled, the employee being obligated to use all available vacation or sick leave before commencing unpaid FMLA leave. Notwithstanding the provisions of 14.01.2 time spent on leave in accordance with this Section 14.04 will be accumulated for seniority and accredited service purposes.

- 14.04.1 All provisions of this Article shall apply to an employee who takes unpaid leave in accordance with this Section for no more than 30 days. Upon return from such leave of no more than 30 days, the employee shall be returned to the same or an equivalent position within a 30 mile radius of their prior work location.
- 14.04.2 Any leave granted in accordance with this provision shall also be subject to the then current provisions of the Family & Medical Leave Act of 1993 and any applicable laws of the State of New York.

## **ARTICLE 15**

### **WAGES, PROGRESSION TABLES, PAYMENT OF WAGES**

- 15.01 Wage rates for established job classifications and progression tables are set forth in the attached wage schedules and made a part thereof.
- 15.02 Wage Schedules provide a basis for automatic and progressive step increases in basic hourly wage rates. The employee's hourly wage rate will be advanced on the proper date based on the employee's accredited service date.
- 15.03 The Company shall notify the Union within thirty (30) calendar days whenever job classifications are established for jobs included within the collective bargaining unit but not provided for within the foregoing identified wage schedules. This notification will be made in writing.
  - 15.03.1 If the Union protests the proposed wage schedule, within fifteen (15) calendar days, negotiation shall be entered into for the purpose of establishing an appropriate wage schedule. In the interim period, employees affected shall be paid according to the proposed schedule. Upon adoption of a proper schedule by mutual agreement, affected employees' rates of pay will be revised upwards or downwards as required at the time and in a manner mutually agreed upon.
- 15.04 Payment of wages should be made bi-weekly by Friday, by check, for all tours of duty, and shall include all wages due for the workweek ending the Saturday preceding payment.
- 15.05 The Company retains the right to increase the rate of pay of any employees during the life of this Agreement, at its sole discretion; such increases will not exceed the maximum rate for the employee's classification.

- 15.05.1 The Company will notify the Union when exercising such wage adjustments.
- 15.06 Part-time employees working a regular number of hours and/or days each pay period will receive a progression increase upon completing 1040 hours in that work assignment which is equivalent to a full-time employee's six (6) months.
- 15.07 When an employee is promoted to a higher-paying work classification, such employee's rate of pay shall be advanced to the next highest rate, that is at least twenty-five (25) cents over his present rate on the wage schedule applying to his new classification, effective with the actual date of change in duties.
- 15.08 An employee transferred on a specific temporary basis to another job which falls under a higher wage schedule will receive the higher rate of pay, that is at least twenty-five (25) cents over his present rate on the wage schedule applying to his new classification, for all hours worked provided such employee has worked two (2) consecutive hours in the higher job classification.
- 15.09 Performance Bonus

- a. The Performance Bonus plan is designed to encourage and recognize teamwork and affords employees a means of participating in the growth and success of the Company resulting from improved productivity and operating competitiveness as well as providing the potential for increased income for eligible employees.

A. **NOC Technician, Communications Technicians (all primary functions), Equipment Installer, Lineperson, Dispatch Clerk, Facility Assigner/Cutter, Testboard Person and Repair Clerk Classifications**

1. The team performance bonus plan will include a variety of bonus components, with relative weighting as assigned by the Company. Bonus components are the following:
- a) Number of jobs completed within 8 hours
  - b) Take the Lead Program
  - c) Callout Acceptance Rate - 100% participation across the workforce.
  - d) Missed commitments – **10%** percentage reduction over previous year.
  - e) Repeat Reductions - 15% reduction of repeats year over year for length of contract.
2. The Company will establish the objectives for each component by **March** 31 of each year for the **current** year and communicate them to the Union and employees.
3. All employees in the Communications Technicians (all primary functions), Equipment Installer, Lineperson, Dispatch Clerk, Facility Assigner/Cutter, and Testboard Person classifications will be covered by the plan. The results will be



measured on a district-by-district basis and paid out to employees in each district on a semi-annual basis based on their district's results. Employees in the **NOC Technician, Repair Clerk, Dispatch Clerk, Facility Assigner/Cutter** and Testboard Person classifications will receive a payout amount that is the average of what is paid to the Communications Technicians, Equipment Installers and Linepersons among the three districts.

4. For calendar years **2011 and 2012**, the bonus pool available per year will be 1%, and 1%, respectively, of the gross annual base pay for a Communications Technician at the top rate. The payout percentage within each district will range from a minimum of 50% and to a maximum of 150% of the available bonus pool, depending upon that district's results compared to objectives.
5. The Company will send a monthly report via e-mail to the Union in regards to all team performance results by individual and team.
6. The Union can request to meet quarterly to review and discuss the plan.
7. **In order to be eligible for this payment, employees must be on the payroll as of the payout date. For an employee who is laid off or who retires before the payout date, the employee need not be on the payroll as of the payout date; the bonus will be prorated based on the number of full months the employee worked during the bonus year. Employees who are discharged for cause or resign before the payout date are ineligible for any bonus payout.**

#### B. Credit and Collections Center Employees

1. The team performance bonus plan will include a variety of team and individual bonus components, with relative weighting as assigned by the Company. Bonus components will be limited to the following:
  - a) Accounts Receivable Turnover (team)
  - b) Percent Uncollectible (team)
  - c) Jobs per hour (individual)
  - d) Schedule Compliance (individual)
2. The Company will establish the objectives for each component by December 31 of each year for the following year and communicate them to the Union and employees.

3. All Collection Consultants **(and any other employee assigned to Collections)** will be covered by the plan. The results will be measured and paid out to employees on an annual basis.
  4. For calendar years **2011 and 2012**, the bonus target per year per Collection Consultant will be \$400. For calendar years **2011 and 2012**, if the team goals in **1 (a) and (b) above** are met, the payout **per employee** will be **\$200**; **individual employees will receive \$100 each for each individual goal met in 1 (c) and (d) above.**
  5. **In order to be eligible for this payment, employees must be on the payroll as of July 1 of the bonus year (e.g., July 1, 2010 for the 2011 bonus). The bonus will be prorated for new hires engaged on or before July 1 based on the number of full months a new hire is employed during the bonus year. For an employee who is laid off or who retires before the payout date, the bonus will be prorated based on the number of full months the employee worked during the bonus year. Employees who are discharged for cause or resign before the payout date are ineligible for any bonus payout.**
- 15.10 Pay for Performance – Work at Home Agents**

### **ACHIEVEMENT LEVELS**

**Base Rate Changes** – base rates will be set quarterly based on the employee’s results in the preceding quarter, and will remain at the set rate for a period of three months. See Table below.

<b>Call Center Compensation Level Table</b>			
<b>Performance Month 1</b>	<b>Performance Month 2</b>	<b>Performance Month 3</b>	<b>Level Quarter</b>
Standard (2)	Premier (3)	Premier (3)	Gold (8)
Standard (2)	Standard (2)	Threshold (1)	Silver (5)
Threshold (1)	Premier (3)	Premier (3)	Gold (7)
Threshold (1)	Standard (2)	Premier (3)	Silver (6)
Unsatisfactory (0)	Standard (2)	Standard (2)	Silver (4)
Unsatisfactory (0)	Unsatisfactory (0)	Premier (3)	Base (3)
Threshold (1)	Unsatisfactory (0)	Standard (2)	Base (3)
Unsatisfactory (0)	Standard (2)	Premier (3)	Silver (5)

**Note: In calculating the score monthly and quarterly, there will be no rounding up or down to whole numbers. The actual number yielded (to one decimal point) will be used. For example, if the number yielded is 4.11, the Achievement point score is 4.1.**

Unsatisfactory	0 point	Gold Level	7-9 points
Threshold	1 point	Silver Level	4-6 points
Standard	2 points	Base Level	0-3 points
Premier	3 points		

**1. Applicability**

- a. The Call Center Pay for Performance Compensation Plan will apply to all employees in the classification of Work at Home Agent.

**2. Performance Levels for Achieving Base, Silver and Gold Compensation Levels**

- a. For purposes of determining Base Rate (Regular, Silver, Gold)
  - 1) The Company will provide thirty (30) days notice of the criteria to be used and afford the Union the opportunity to meet and discuss such criteria prior to implementation.
  - 2) The Company may use any of the following criteria: Revenue per Call (Net Sales per Call); Monthly Net Revenue; Calls per Hour; Average Handle Time; Availability; Quality (including Supervisory Observations), Customer Satisfaction, and Schedule Adherence.

**3. Call Center Call Volume**

- a. In the event the Call Center is not offered an adequate number of calls to meet the calls per hour threshold, the target will be reduced to the actual calls offered rounded down to the next whole number. (For example, if the Call Center is offered 6.4 calls per hour, the threshold goal would be at 6 calls per hour.)

**4. Night Shift Differential**

- a. Where any portion of the shift falls within the following period, the applicable differential will apply only to hours worked within that period:  
 9:00 p.m. and 7:00 a.m..... \$1.00 per hour

## **5. Selection of Vacations and Tours**

- a. Vacations and Tours will be selected in accordance with the applicable provisions of the Agreement, with the Work at Home Agents covered by this Agreement treated as an administrative group for purpose of selecting tours and vacations.

## **6. Scheduling of Tours**

- a. In the event employees are needed to support expanded operating hours (up to 24 hours per day) by the Company or by any of its affiliates, the Company may establish new or different tours as are needed to support such operations.

## **7. Layoff in WAH Workforce**

- a. **In the event of a layoff impacting Work at Home Agents, Work at Home Agents shall be treated as Schedule E employees for bumping purposes and for that purpose only.**

Except as modified above, the terms and conditions of employment for Work at Home Agents shall be governed by the applicable provisions appearing elsewhere in this Agreement.

# **ARTICLE 16**

## **MANAGEMENT RESPONSIBILITY**

- 16.01 The management of the business and the direction of the working force shall remain with the Company, including the right to hire, promote, discharge for proper cause; use improved methods or equipment; determine work assignments and tours in accordance with past practice; decide the number of employees needed at any particular time or place; be the sole judge of the communications service rendered the public; establish, determine and maintain standards of telephone service to the public. This section will not however, be used for the purpose of discriminating against members of the Union nor shall it alter the meaning of any provisions of this Agreement.
- 16.02 Nothing contained in this Agreement shall be deemed to limit the Company in any way in the exercise of the regular and generally recognized customary functions and responsibilities of management. Moreover, such functions of management as may be included herein shall not be deemed to exclude other functions of management not specifically included herein.
  - 16.02.1 The Company agrees to inform the Union of significant technological change; however, this shall not be construed to limit the Company's right to make technological change that it deems necessary. If and when such technological change may adversely affect Bargaining Unit employees, the

Union will be notified prior to the Company's formal presentations to those employees.

- 16.03 Nothing in this Agreement shall be construed to limit the Company in the employment of such contract labor as, at the discretion of the Company may become necessary for the proper construction, installation, removal and maintenance of communication facilities owned, serviced, and/or operated by the Company for the renditions of proper and adequate communication service to the public. However, the Company shall not enter into any contractual arrangement for the construction, installation, removal, and/or current maintenance of plant facilities (whether the foregoing work operations are capital or expense funded) that may result in the layoff or part-timing of its employees customarily performing work of the same nature as that to be provided under the contractual arrangement, with the exception that the sale of plant in place may include removal by purchaser.

Note: Subsection 16.03.1 (a) to (d) below shall be effective from October 22, **2010** to **October 21, 2012**.

- 16.03.1 a. Right of First Refusal to Perform Work to be Contracted: For one year from the date an employee has been laid off (with or without recall rights), the Company will not use contractors within a thirty (30) mile radius of the employee's former normal reporting center to perform work the employee regularly performed in his or her last year of employment without first offering the laid off employee the opportunity to perform the work in question. The opportunity will be communicated via a call to a cell phone or other means of immediate or expeditious contact designated by the laid off employee, subject to the following conditions:
- i. The employee must be available to begin performing the work within seven (7) calendar days of the opportunity being communicated.
  - ii. The employee is physically able to perform the work in question.
- b. Employees re-engaged under this subsection will be placed in their former classification (at the wage rate they held at the time of layoff) as a temporary employee without affecting their recall rights.
- c. If an employee does not make himself or herself available to perform the work to be contracted within the time frames set forth above, the Company may proceed to contract the work, provided all eligible employees have been offered the opportunity to perform the work in accordance with this subsection. If there is more work than can be performed by the available employees, the remaining work may be contracted.

Note on Retirees: the Union may bring to the Company's attention qualified retirees to perform work that would otherwise be contracted.

d. The right of first refusal set forth in this subsection 16.01.3 does not apply in emergencies or in situations where the Company is contracting the following types of work:

- i. Outside Plant Construction Work
- ii. Central Office/Inside Plant Installation Work
- iii. Major Preventive Maintenance Program (PMP) Work
- iv. Pole Hits

Where feasible, the Company will consider eligible employees for the work listed in (d) i, ii, and iii.

Note: The following language in (e) **is no longer in effect, but** will become effective again if subsection 16.03.1 (a) through (d) is not renewed in the **2012** Agreement.

e. All employees on layoff, where there has been a reduction in a classification, who reject a Company offer of temporary employment within thirty (30) miles of an individual employee's normal reporting center, will no longer represent a bar to the use of contractors. Rejection of any offer of temporary employment more than thirty (30) miles from an individual employee's reporting center will not eliminate the bar on the use of contractors within thirty (30) miles of an employees reporting center.

16.03.2 All employees who have been displaced, when there has been a reduction in a classification, will receive a temporary differential (equal to the amount they would have earned had they not been displaced) for the period a contractor is performing work in that classification in that area. Displaced employees shall be eligible to receive this differential during the twenty-four (24) -month period following the date they were displaced.

16.03.3 The Company will provide the Union with a list indicating those entities performing work as contractors. Such list shall indicate the contractor and the type of work each is performing and shall be provided no less often than once every six months. When a recall list exists, the Company will provide the contractor list on a monthly basis.

16.04 Nonperformance of Craft Work by Supervisors - Supervisory and management support employees shall not perform work regularly performed by employees in the Bargaining Unit, except in the case of emergencies or the instruction and training of employees.

## ARTICLE 17

### UNION RESPONSIBILITY

- 17.01 The Union agrees that its members who are employees of the Company will individually and collectively perform loyal and efficient service, that they will use their influence and best efforts to protect the property of the Company, and that they will cooperate with the Company at all times.
- 17.02 The Union agrees that all Union activities except meetings as provided for in this Agreement and those provided by law shall be conducted off the Company premises except as may be otherwise specifically authorized in each instance by the Company or as otherwise permitted under the terms of any applicable law.
- 17.03 Union officers or representatives required to be absent from scheduled work for the purpose of attending joint conferences with the Company or for the processing of grievances as provided for in this Agreement, may do so by agreement of his immediate supervisor. Permission for such absence for Union business, above area level, including furloughs, leaves of absence, absence to attend conferences, grievance meetings above Step Two, arbitration, collective bargaining or other such purposes must be approved in advance by the Director-Human Resources or his duly authorized representative.
- 17.03.1 An employee desiring to absent himself from work for Union business as described in this section shall give as much advance notice as possible to the Company. If it is determined by the Company that such absence would seriously interfere with work requirements or telephone service to the public, permission may be withheld or other arrangements made as appropriate.
- 17.03.2 After each such absence, the Union representative shall report to his immediate supervisor when returning to work.
- 17.03.3 If such absences become unreasonably frequent or unreasonably long, whether paid or unpaid, the Union agrees that it will use its best efforts to reduce the number and duration thereof.
- 17.03.4 The Company agrees to pay the basic hourly rate for absences from formally scheduled tours of work for union representatives engaging in joint conferences as provided in this Agreement. The Company will allow ample time for these joint conferences during the employee's normal working hours and therefore will not pay overtime provisions if the meeting goes beyond the employee's normal quitting time.
- 17.03.5 Time spent at joint conferences held for arbitrations will not be paid by the Company.
- 17.03.6 The Company agrees to pay for six (6) Union representatives for 2009 contract negotiations.
- 17.04 The Company understands that the choice of and removal from office of Stewards and Union Officers is a function of the Union. The Union will notify the Company within forty-eight (48) hours of any such changes.

- 17.05 It is understood that an employee will not be required to cross a lawful picket line at a customer's premise against a primary employer where a strike is in effect unless by this Agreement to cross such picket line. If employees are not available to perform such work, the work may be performed by management personnel in accordance with Article 16.04 of this Agreement.
- 17.06 Union Activity on Company Property - The authorized representative of the Union shall have access, during normal working hours, to all places of work of employees covered under this Agreement, for the purpose of inspecting working conditions, or investigating such activities shall not interfere with the normal operations of the Company. The exercise of the privileges of an authorized representative of the Union as set forth in this section shall be with the permission of the Company. Such permission will not be unreasonably withheld.

## ARTICLE 18

### MEALS AND LODGING

- 18.01 All employees covered by this Agreement shall be assigned a definite reporting center within their appropriate bargaining unit; however, the Company may in its discretion establish temporary reporting centers. When an employee is assigned a temporary reporting center he will report at his usual starting and quitting time and will be reimbursed and assigned as follows:
- 18.01.1 Within 30 miles of the employee's reporting center, he will be reimbursed the IRS standard mileage allowance for the use of his personal vehicle for the difference between what he drives between his normal and temporary reporting center.
- 18.01.2 Within 30-50 miles of the employee's reporting center and with mutual consent, he will have the following options.
- A. Lodging and per diem.
  - B. Travel in his personal vehicle and the total meal allowance plus tolls for each day so assigned.
  - C. Travel in a Company vehicle and lunch allowance, plus tolls.
- 18.01.3 Beyond 50 miles of the employee's reporting center and with mutual consent, he will have the following options:
- A. Lodging and per diem.
  - B. Travel in his personal vehicle and reimbursement for the IRS standard mileage allowance and tolls.
  - C. Travel in a Company vehicle and the total meal allowance plus tolls.
- 18.01.4 Such assignments as outlined in 18.01.2 and 18.01.3 above will be offered on a voluntary basis and/or rotated among qualified employees in that classification.
- A. Any employee who volunteers for an out-of-town assignment, will be allowed to skip one turn in out-of-town rotation.
- 18.01.5 The Company may at **its** discretion elect to have an employee travel on Company paid time in lieu of using the allowances outlined above.



- 18.01.6 Travel time at the beginning and end of each workweek will be treated as working time for those employees on Lodging and per diem.
- 18.01.7 When the Company establishes a temporary reporting center beyond 30 miles, the employee will normally receive one (1) -week advance notice of such assignment.
- 18.01.8 The Company will not normally assign an employee more than two consecutive weeks to a temporary reporting center that is beyond 50 miles of his normal reporting center.
- 18.01.9 It is not normally the intent to send an employee on an out-of-town assignment and backfill such employee with a contractor.
- 18.02 It is the intent of this Agreement that employees will be reimbursed for reasonable meal and lodging expense only when it is incurred by reason of duties assigned to them by management. All lodging expenses actually incurred must be supported by receipted vouchers from bona fide business concerns.
- 18.02.1 Special circumstances may require an employee to board other than those specifically outlined in the Meals and Lodging provisions.
- 18.03 When an employee is required to work overtime two (2) -hours prior to or two (2) -hours beyond the end of his formally scheduled tour, the Company will reimburse the employee for the appropriate meal expense. **Where the overtime occurs prior to the start of a scheduled tour, the meal shall be considered to be Breakfast. Where the overtime occurs after the end of a scheduled tour, the meal shall be considered to be Dinner.** Overtime meals will be paid beginning with the appropriate meal and will continue by rotation.
- 18.03.1 When an employee is not returning to work after eating such a meal, the meal period will be on the employee's own time and not paid for as time worked.
- 18.03.2 When an employee is required to return to work after eating such a meal, the meal period will be paid for as time worked providing it is reasonable.
- 18.03.3 When an employee does return to work after eating his first overtime meal, additional meals will be provided for by the Company at intervals of four (4) hours thereafter. Reasonable meal periods will be paid for as time worked.
- 18.03.4 Reasonable meal period will normally be one-half (1/2) -hour or less.
- 18.04 During emergencies or in isolated locations, lunches purchased and brought to the job location shall be considered reasonable meals.
- 18.05 An employee who is called to work after his tour for that day has been completed will be entitled to a meal after each four (4) hours of work, in the same manner as provided for in Section 18.03.3 above.
- 18.05.1 An employee who is called to work on his non-scheduled day shall be entitled to a meal provided.
- A. Such employee received less than one (1) hour notice from the time called and the time he is to report, and
- B. Such employee actually misses a meal because of being called to work. If the employee continues to work, he will receive his second meal four (4) hours after he has eaten his first meal and a third meal six (6) hours thereafter.

- 18.06 All employees are required to provide their own lunches unless they are receiving board and lodging as set forth in Section 18.07 below.
- 18.07 Employees may be assigned to work away from their home reporting center. When the Company requires employees to be away from their home reporting center overnight, reasonable meals and lodging will be furnished and paid for by the Company. Those employees in charge of work will make all necessary arrangements in this connection. Except in those circumstances where the employee pre-elects the option to be reimbursed for reasonable meal expenses, allowances will be paid as follows:

<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
<b>\$5.00</b>	<b>\$7.00</b>	<b>\$18.00</b>

- 18.08 During meal periods, an employee shall not use a Company vehicle for personal convenience such as returning to his reporting center, to his home, or to a more desirable place to eat, such as a park, unless he is within five (5) miles of such locations.

**ARTICLE 19**

**BULLETIN BOARDS**

- 19.01 The Company agrees to provide not more than two (2) bulletin boards in each exchange area in mutually agreeable locations to be used exclusively for Union notices but shall assume no responsibility for any notice to be posted on these bulletin boards by the Union.
- 19.02 Both the Union and the Company agree that under no circumstances shall notices or announcements posted by either contain anything of a derogatory nature or tend to reflect in any manner upon the Company or the Union, the employees or the communications business.

**ARTICLE 20**

**DISCHARGE AND DISCIPLINARY ACTION**

- 20.01 In cases that warrant discharge, demotion, or suspension, the Company shall notify the employee and Chairperson or Vice-Chairperson prior to any action taking effect. If the Company determines that an immediate suspension is necessary, as a result of a serious infraction of the rules, the Union will then be notified.
- 20.02 Grievances relating to the discharge, discipline or demotion of an employee shall be initiated within fifteen (15) working days not including Saturday, Sunday, or Holidays following the effective date of the action.
- 20.03 If it is agreed that the action taken under the circumstances was not proper, the terms of restitution shall be settled by agreement between the parties.

- 20.04 If such a grievance should be arbitrated, the terms of restitution shall be determined by the arbitrator.
- 20.05 Disciplinary warnings shall be made in writing, and a copy of the warning shall be forwarded to the Union.

## ARTICLE 21

### MISCELLANEOUS

- 21.01 The Company will not increase the hours of work for the purpose of reducing the working force, unless required to do so by governmental order.
- 21.02 To provide for the maintenance of its service, the Company may require employees to install telephones in their homes. When an employee is so required, the Company will notify him to that effect in writing and will bear all costs incidental to its service.
- 21.03 Any employee who is injured and who is sent home or to a medical examiner by the Company, shall be paid in full for the balance of the day at regular hourly rate. If such employee is required by the doctor to report for further treatment, the employee shall be given such further treatment during the working day. **Employees shall first make reasonable efforts to schedule such appointments outside of their scheduled working hours. When this is not possible, they should be scheduled as close as possible to the start or end of the employee's tour and the employee will incur no loss of pay for appointment time that coincides with scheduled working hours. An employee is expected to make every effort to schedule physical therapy appointments outside of scheduled hours; when an employee has met this requirement, he or she will incur no loss of pay for physical therapy appointment time that coincides with scheduled working hours.**
- 21.04 The costs for all employees required to drive Company vehicles that require special operating licenses or physical, or compliance testing will be borne by the Company.
- 21.05 If the Company determines anytime during the term of this Agreement to have employees in any job classification wear Company clothing (e.g. shirts, jackets, hat, **pants – for uniform pants, an option will include wearing pants with twill-type fabric, similar to Carhartt pant fabric**), the following terms shall apply:
- 21.05.1 The Company shall determine the classifications to whom uniforms will be issued.** Employees in such classifications shall be issued a reasonable and appropriate number of each garment in consideration of the cleaning process determined. In no event shall, for **uniform shirts and pants**, the number **issued and available to each employee annually** be less than **seven**. **One jacket will also be available annually.** The shirts will include identification of IBEW Local 363. **Employees are expected to exercise reasonable care to prevent damage to uniforms. Worn, damaged or otherwise unsightly uniform components will be replaced with Company approval. Uniforms shall be worn so as to have a consistent appearance**

throughout the workforce and may not be altered in any way by employees.

- 21.05.2** Employees will be responsible for ordinary care of any garments issued and garments will be replaced by the Company on an as needed basis. **At its option, the Company shall provide a laundry allowance of seven (\$7) per week or assume responsibility** for the cleaning of issued garments.
- 21.05.3** Employees will adhere to the Company's current uniform policy, which appears below.

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

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

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

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

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

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

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

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

- **SHOE/BOOT COVERINGS** – When entering a customer's premises, these coverings must be worn to avoid soiling the customer's premises.

- **UNIFORM COVERALLS** - When needed to prevent their uniforms from becoming soiled or damaged, or when required for safety purposes, employees should utilize coveralls over their uniform clothing. Keeping uniforms clean by the use of coveralls serves the goals of keeping uniforms clean and neat and of not soiling customers' premises.

**Note:** The Company will maintain Uniform Wear and Care Standards and Grooming and Accessory Standards. The Company recognizes that the Union has the right to challenge the application of such Standards to individual employees.

**Dress Code Policy – For Employees Not Required to Wear a Uniform**

<b>APPROPRIATE ATTIRE</b>	<b>INAPPROPRIATE ATTIRE</b>
<b>Slacks, Dresses, Skirts</b>	
<ul style="list-style-type: none"> <li>• Suits, pantsuits</li> <li>• Coordinated separates (trousers, slacks, Capri's, skirts, dresses, sports coats, jackets, blazers)</li> <li>• Mix length split skirts (skorts)</li> <li>• Denim (must be clean, neat and pressed)</li> <li>• Dress shorts (knee length)</li> </ul>	<ul style="list-style-type: none"> <li>• Overalls, jumpsuits, sun dresses, spandex</li> <li>• Shorts (not meeting definition under Appropriate)</li> <li>• Mini-skirts</li> <li>• Athletic attire, sweat pants, warm-up suits, bike shorts, leggings, sweatshirts (with unapproved logos) (Frontier or IBEW sweatshirt allowed)</li> <li>• Denim / jean shorts of any color</li> <li>• Cargo shorts</li> <li>• Shorts with outside pockets of any kind</li> </ul>
<b>Shirt</b>	
<ul style="list-style-type: none"> <li>• Dress shirts, blouses</li> <li>• Sport shirts</li> <li>• Banded collar shirts (3 button shirts)</li> <li>• Knit shirts</li> <li>• Turtle necks</li> <li>• Sweaters</li> </ul>	<ul style="list-style-type: none"> <li>• T-shirts (with unapproved logos) (Frontier or IBEW T-shirts allowed)</li> <li>• Tank, tube and halter tops</li> </ul>
<b>Footwear</b>	
<ul style="list-style-type: none"> <li>• Oxfords, pumps, loafers</li> </ul>	<ul style="list-style-type: none"> <li>• Sport sandals (thong sandals)</li> </ul>

<ul style="list-style-type: none"> <li>• Dress boots</li> <li>• Dress sandals</li> <li>• Tailored fit and fabrics</li> <li>• Athletic shoes (clean, neat, not torn)</li> </ul>	<ul style="list-style-type: none"> <li>• Rugged casual, sport and weather boots</li> <li>• Bare feet</li> </ul>
<u>Headwear</u>	
<ul style="list-style-type: none"> <li>• Decorative ornaments and clips for hair</li> </ul>	<ul style="list-style-type: none"> <li>• Caps and hats inside building</li> </ul>

## ARTICLE 22

### GRIEVANCE PROCEDURE

22.01 A grievance is hereby defined as any alleged violation of the terms or the application of the terms of this Agreement applicable to the employee or employees involved, or any alleged action by the Company or its representatives under which an employee is discharged, demoted, or disciplined or caused to lose any benefits arising out of his job. The parties agree that the processes and procedures herein provided shall be the employee's sole and exclusive remedy for grievances.

22.02 When a grievance as referred to in Section 22.01 arises, it shall be processed as follows.

**STEP ONE:**

The grievance shall be reduced to a written statement referencing specific articles or rights and privileges allegedly infringed or violated and submitted to the Company. **A representative designated by the Company** will meet with the Union Representative within five (5) working days; the grievant, at the Unions request, may attend this meeting. The **Company** will **provide** a **written** response to the Union Representative who processed the grievance with five (5) working days after the first- step meeting.

**STEP TWO:**

If the grievance is not settled as a result of the **first** step meeting and written response, the Union may appeal to the Director-Human Resources within five (5) working days. The Director-Human Resources and/or his authorized representatives will meet with Union Representative(s) within twenty-five (25) **calendar** days; (the grievant may, at the Unions request, may also attend this meeting). The Director-Human Resources will respond in writing to the appropriate Union Representative within five (5) working days following the **second** step meeting.

22.03 Grievances must be presented to the Company within fifteen (15) working days of the occurrence that gave rise to the grievance, not including Saturday, Sunday, or Holidays.

- 22.04 Failure of the Company to process a grievance and render a response within the specified time limits entitles the Union to appeal a grievance to the next step of the grievance procedure. However, time limitations of the grievance procedure may be extended by mutual consent.
- 22.05 Once a Union Representative has notified a Company Representative of a grievance, the Company will not discuss the matter with the individual employee(s) involved without first affording the Union Representative(s) an opportunity to be present at a time and place that is mutually agreeable.
- 22.06 The specification of additional contract provisions alleged to have been violated may be made in subsequent appeals to the Company up to and including the **second** step of grievance procedure.
- 22.07 Stewards and Union officers shall be allowed necessary time off with pay to discuss grievances with representatives of the Company. Any steward or Union officer having to leave his work location on Union business shall request the permission of his immediate supervisor. Permission shall not unreasonably be withheld. The Union pledges that there will be no abuse of this privilege.
- 22.08 **MEDIATION PROCEDURE**
- 22.08.1 No grievance may be taken to mediation, except by mutual consent of the parties.
- 22.08.2 The grievant shall have the right to be present at the mediation conference.
- 22.08.3 Each party shall have one principal spokesman at the mediation conference.
- 22.08.4 Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one copy of the written grievance, to be used solely for the purposes of statistical analysis.
- 22.08.5 Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at Step **One** or **Two** of the grievance proceedings, the rules of evidence will not apply, and no record of the mediation conference shall be made.
- 22.08.6 The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
- 22.08.7 If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision, unless both parties agree that no decision shall be provided.
- 22.08.8 The mediator shall state the grounds of his advisory decision.
- 22.08.9 The advisory decision of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree in writing.
- 22.08.10 If no settlement is reached at mediation, the parties are free to arbitrate.
- 22.08.11 A request for arbitration must be made within thirty (30) working days of the mediation conference.
- 22.08.12 In the event that a grievance that has been mediated subsequently goes to arbitration, no person serving as mediator between these

parties may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation conference may be used against it at arbitration.

22.08.13 The mediator shall conduct no more than three mediation conferences per day.

22.08.14 The mediator's fee and expenses will be divided equally between the parties.

## **ARTICLE 23**

### **ARBITRATION**

23.01 If the grievance cannot be settled via the grievance/mediation procedure, either party may submit the matter to arbitration. This notice must be served on the other party within thirty (30) working days after failure to reach a satisfactory settlement.

23.02 Any request for submission to arbitration by either party shall be in writing and signed by an authorized representative of the party requesting arbitration. The written statement shall restate the grievance as originally submitted in Step **Two** along with any further reference to this Agreement, and shall certify that the parties failed to reach a satisfactory settlement through the grievance/mediation procedure as set forth herein. 23.03 A written stipulation defining the dispute shall serve as the basis for proceedings in the arbitration and shall be signed by both parties if the parties agree that the subject matter is properly referable to arbitration. If either party claims that the subject is not properly referable to arbitration under the terms of this Agreement, such disagreement shall constitute a dispute subject to determination by arbitration as set forth herein. If the decision of the arbitrator is that the matter is arbitratable, the arbitrator shall then proceed to determine the matter on its merits.

23.04 A request to the American Arbitration Association to name a panel of seven (7) arbitrators shall be initiated within ten (10) calendar days after notice has been served on the other party of the intent to arbitrate.

23.04.1 The Company and the Union shall alternately strike six (6) of the seven (7) names. The remaining name shall be the Arbitrator.

23.04.2 In the event, however, that the arbitrator is unable to make himself available within twenty (20) calendar days after selection, the Company and the Union will mutually decide to either extend the time limit for the agreed-upon arbitrator for twenty (20) more calendar days or to request a new panel from the American Arbitration Association. Hearing shall be started as soon as possible after the selection of the arbitrator.

23.04.3 Each party shall defray its own expenses and share equally in the fee and expense of the arbitrator.



- 23.05 The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the provisions of this Agreement or any agreement made supplementary hereto, and to render decision of award, thereof, but shall not have jurisdiction to add to, subtract from, or modify or alter in any way any of these terms. Further, the arbitrator shall be limited in his authority to a review and determination of the specific grievance submitted for arbitration in each individual instance.
- 23.06 Lawfully rendered decision(s) of the arbitrator not inconsistent with the provisions of this Agreement shall be final and binding upon both parties.

## **ARTICLE 24**

### **NO STRIKE -- NO LOCKOUT**

- 24.01 The Union agrees that it will not call, encourage, authorize, ratify, or engage in any strike, slowdown, or other interruption of work, for any reason, during the term of this Agreement.
- 24.02 Each employee agrees that he will not engage in a strike, slowdown, or interruption of work, for any reason, during the term of this Agreement.
- 24.03 The Company agrees that it will not lockout its employees for the term of this Agreement.

## **ARTICLE 25**

### **COMPANY-SPONSORED SCHOOLS**

- 25.01 Employees will be required to attend Company-sponsored schools. Should there be compelling personal reasons, however, the employee may request a postponement of his attendance. Availability of training opportunities will be communicated to employees by appropriate classification as soon as possible before assignments are made. Employees who indicate interest in such opportunities will be advised regarding the selections made.
- 25.02 Lodging - Employees attending Company-sponsored school will be provided, when feasible, with single-room accommodations. The supervisor will make lodging arrangements and provide the employee with adequate funds to cover the cost of such lodging.
- 25.03 Meals - Employees will be provided **\$40.00** per diem, or employees may pre-elect the option of being reimbursed for reasonable meal expenses.
- 25.04 Miscellaneous Expenses - Employees will also be reimbursed (in addition to the per diem) for reasonable receipted laundry and taxi expenses. No receipt is required when coin laundry facilities are used.

- 25.04.1 Employees will be entitled to one (1) long-distance telephone call per day of reasonable duration, at Company expense.
- 25.04.2 The cost of Travelers Checks will be reimbursed.
- 25.05 Transportation - The employee's immediate supervisor shall make arrangements to provide the employee with transportation. The choice of travel arrangements shall in all cases be made with consideration for travel costs and travel hours to be paid. The most economical mode will be utilized.
- 25.05.1 Personal Vehicle - Compensation for the use of personal vehicles will be at the IRS standard mileage allowance per mile. The employee will not be reimbursed for any other vehicle expense except for tolls. Mileage to be compensated will be for travel via the most direct route on a standard road map for the round trip to the school and return, and between the lodging location and the school. Incidental mileage in between will not be reimbursed.
- 25.05.2 Company Vehicle - When using a Company vehicle, the employee will be reimbursed for actual expenses such as gas, oil, repairs, and tolls. Receipts must be obtained for all such expenses.
- 25.05.3 The use of Company vehicles while attending training shall be limited to.
- A. The round trip to and from the training location via the most direct route,
  - B. Travel to and from school, and
  - C. Reasonable travel for meals or other personal matters (generally within 10 miles).
- 25.05.4 Travel by Air - Airline reservations will be made by and billed to the Company. The employee will be reimbursed for actual economy-class airfare and for actual round-trip transportation expense between his home reporting center and the airport.
- 25.06 When Company schools are more than three (3) weeks in length, the Company will furnish transportation for the employee to go home and return to school on the weekend at least every three (3) weeks.
- 25.06.1 Employees who choose to return home will not be reimbursed for travel time, meals, or lodging expense during that weekend.
- 25.07 Travel Time - Employees will be compensated one and one half (1-1/2) times their basic hourly rate for all hours traveled to and from school outside the forty (40) -hour work week. In the event of layover, the Company will reimburse reasonable receipted meals and lodging and up to eight (8) hours at the straight time rate of pay for non-scheduled days.
- 25.08 Working Fund - The Company will provide the employee with a working-fund advance to cover the anticipated reimbursable expenses as outlined in this Article.

## ARTICLE 26

### FEDERAL AND STATE LAWS

- 26.01 In the event that any Federal or State Law directly affects one (1) or more practices or provisions of this Agreement, the practices or provisions so affected shall be made to conform with the requirements of such law. In all other respects, this Agreement shall continue in full force and effect.

## ARTICLE 27

### BENEFITS

- 27.01 The **Frontier** Medical Plan (including HMO options), Retiree Medical Plan, Dental Plan, Vision Plan, Long Term Disability Plan, Flexible Spending Accounts Plan, Life Insurance Plan, Pension Plan and Savings plan(s) in effect during the term of the **2006** Agreement shall be continued in effect for all eligible employees in accordance with the terms of said plans, except as modified herein. The EPO and PPO Plan Design Changes for **2011 and 2012** shall be as shown on the attached Plan Design Changes Summaries. The Company, however, reserves the right to unilaterally make any changes, additions or deletions to these plans, and the Company may drop or add plans, as the Company, in its sole discretion deems appropriate, provided that any changes, additions, deletions, subtractions or additions apply to a majority of **Frontier Communications** employees covered under such plans.
- 27.01.1 The Company may not make a change in the health, LTD or pension plans that effectively leaves employees without coverage. The Company will provide the Union with no less than 60 days notice of any intended changes to be made pursuant to this Article.
- 27.01.2 Effective 1 January 2004 there shall be no Company matching contribution in the 401(k) Savings Plan **for employees hired before October 22, 2010, unless such an employee has elected to participate in the 401(k) Plan with a match.**
- 27.01.3 Should the Company, in the exercise of its rights under this Article:
- (1) effect changes that result in a substantial diminishment in the overall level of coverages, then the Union may require that this Article be opened for the purpose of negotiations with respect to such change(s). Any dispute as to whether or not item (2) has occurred as a result of the changes made by the Company will be submitted to an expedited arbitration for a determination as to whether or not either event has occurred. In the event negotiations referred to in this Section 27.01.2 should result in a good faith impasse, the Union may take economic actions in accordance with applicable provisions of the National Labor Relations Act.

(2) Notwithstanding the above, for plans in effect on January 1, 2008 and thereafter, the Company may not increase any deductible or co-pay contribution by more than 25% in a calendar year.

27.01.4 The provisions of this Article shall not apply to the Pension Plan, the Retiree Medical Plan, nor Retiree Life Insurance for those employees hired prior to October 18, 1995. For such employees who have attained or who attain 55 points (combined total of age and pension service) with at least 15 years of service by December 31, 1999, the pension plan and benefits levels in effect as of October 17, 1998 (Citizens Pension Plan, Appendix III), shall remain in effect until the last day of the sixth full month after such employee attains 76 points or 30 years of service (whichever comes later). If the employee elects not to retire by the last day of the sixth full month, all service after that day shall be credited in accordance with the Citizens Pension Plan, Appendix 1-B. It is understood that when the individual then retires, his/her pension benefit will be either the frozen accrued benefit under Appendix III plus the benefit accrued under Appendix 1-B or the benefit calculated as though all accredited service were under the Citizen's Pension Plan, Appendix 1-B, at the employee's option.

For employees **hired before October 22, 2010 (except those who have opted to participate in the 401(k) Savings Plan with company Match – see 27.01.5 (b) below** who have not attained and who cannot attain 55 points (combined total of age and pension service) with at least 15 years of service by December 31, 1999, all service after October 31, 1998, shall be credited in accordance with the terms and conditions of the Citizens Pension Plan, Appendix 1-B's, including 1-B's lump sum options.

For employees who qualify with 55 points with at least 15 years of service by December 31, 1999, in accordance with the terms of this Article, such employees who elect to retire upon attaining 76 points or 30 years of service, shall have available to them the Retiree Medical Plan as in effect on October 17, 1998. Such employees who do not elect to retire shall, at the time they make this retirement election, have the option of retaining the Retiree Medical Plan as in effect on October 17, 1998, as such time as they do elect to retire or, in lieu thereof, receive a lump sum payment of \$4,000. This lump sum payment may be received directly (less all applicable deductions) or may be taken as a direct payment into the employee's 401(k) account in accordance with the terms of the 401(k) plan.

Employees hired prior to October 18, 1995 who have not attained and who cannot attain 55 points with at least 15 years of service by December 31, 1999, shall have available to them whatever retiree medical plan, if any, that is in effect at the time they retire. These employees shall be eligible to receive a lump sum payment of \$4,000. This lump sum payment may be received directly (less all applicable deductions) or may be taken as a direct payment into the employee's 401(k) account in accordance with the terms of the 401(k) plan. This payment shall be paid out in accordance with the election of the employee no later than April 30, 1999.

Employees who meet the 55 points, 15 years of service eligibility of this Section who have or attain 30 years of service with at least 76 points on or before December 31, 1999, shall have until June 30, 2000, to make the election to retire. Such employees shall continue to earn credit in accordance with the provisions of Appendix III until they retire or until June 30, 2000, whichever date occurs first.

Note: "Ausable Valley" employees who have a frozen accrued benefit under Appendix XIX of the Citizens Pension Plan will begin accruing a pension benefit under Appendix 1-B of the Citizens Pension Plan effective January 1, 2007. For that purpose service before January 1, 2007 will count for vesting only. Coincident with this change, the Ausable Valley employees **hired before October 22, 2010 (except those who have opted to participate in the 401(k) Savings Plan with Company Match – see 27.01.5 (b) below)** will no longer participate in the 401(k) Savings Plan with a Company match and Fixed Contribution.

**27.01.5 (a) 401(k) Savings Plan with Company Match**

**Employees hired before October 22, 2010, who have opted to participate in the 401(k) Savings Plan with Company Match (see 27.01.5 (b) below), shall be eligible to participate in the Frontier Communications 401(k) Savings Plan (the "401(k) Plan"), with a Company match, in accordance with the terms of the 401(k) Plan. Employees hired on or after October 22, 2010, shall be eligible to participate in the 401(k) Plan, with a Company match, in accordance with the terms of the 401(k) Plan.**

**An employee covered by the preceding paragraph who makes employee contributions to the 401(k) Plan shall be eligible for Company matching contributions equal to 50% of the first 8% of such employee's contributions to the 401(k) Plan (subject to a maximum Company contribution of 4% per pay period).**

**(b) One Time Election Option:**

Employees hired before October 22, 2010 shall be afforded a one-time option during the first calendar quarter of 2011 to elect to opt out of pension coverage and elect to participate in the 401(k) Savings Plan with Company Match. The election to opt out, once made, cannot be revoked. As of the date on which this change takes effect, any employee who has chosen to opt out of pension coverage shall cease to accrue any additional benefit under the Pension Plan, and no additional Benefit Service or Compensation shall be taken into account in determining pension benefits for any such employee. However, any employee who has not yet fully vested will continue to accrue Vesting Service in accordance with the terms of the Pension Plan which provides for full vesting after 5 years. As of that same effective date, the employee will become eligible for a Company Match under the 401(k) Plan in accordance with 27.01.5 (a) above .

- 27.01.6 The Union does not hereby waive its right, nor is the Company relieved of its obligation, to bargain with respect to all plans covered under the terms of this Article when the parties bargain for renewal of or a successor to this Agreement.
- 27.01.7 The employee share of premiums (or premium equivalents) for the medical plan that the employee elects shall be as shown on the attached EPO and PPO Plan Design Changes Summaries, with the employee contribution set at **19% for 2011, and 20% for 2012**. For dental and vision benefits, the employee share shall be 25% for dental and 50% for vision.
- Medical “Opt Out” Credit:** a regular full-time employee may waive medical coverage and receive a \$500 opt-out credit. In order to be eligible for this credit, an employee must complete and return a medical coverage waiver form and be able to provide proof of “other medical coverage”. Failure to complete and return the form and/or to be able to provide proof of other medical coverage will result in the employee not receiving an opt-out credit and not having any Company-sponsored medical coverage. The opt-out credit is available in the form of either a bi-weekly cash payment (with applicable tax deductions) or a bi-weekly pre-tax 401(k) contribution (the latter is the default option if neither option is selected). The \$500 credit will be pro-rated for employees who make benefits elections after the start of the year.
- 27.01.8 The Company and the Union shall meet as necessary but not less than once each year, no later than October, to share and discuss

information and concerns about the health and welfare plans, including discussions of any changes to such plans. Should premiums be projected to increase by more than 25% in any year, the parties shall include discussion of such projections and examine alternatives, changes, or other approaches to addressing the projected increase.

**27.01.9** Should another company or jurisdiction acquire Citizens Communications of New York, or another company acquire Citizens Utilities Corporation, the employer's (including the acquiring entity's) obligation shall be to maintain that coverage and those plans in effect for employees covered by this Agreement in accordance with all terms as in effect at the time such acquisition was consummated.

**27.01.10** Other provisions of this Agreement notwithstanding, while receiving the benefits of the Long Term Disability Plan an individual shall continue to be covered by the Health, Dental, Vision and Life plans for the first 29 months of **combined STD/LTD** coverage. Such an individual shall continue to accrue accredited service for the first 12 months of coverage under Article 27.02 and LTD shall also accrue accredited service under the Pension plan for the full term of LTD coverage.

**27.01.11** **For employees who are eligible to receive a monthly retiree health care subsidy for participating in a Frontier Retiree Medical Plan, the Company may, at its discretion, give those employees the option to receive the cash value of their monthly Company retiree health care subsidy (less all applicable taxes) the employee would have received under the Frontier Retiree Medical Plan and apply it towards the purchase of alternative retiree medical coverage not sponsored by Frontier. This option may be offered annually. Once an employee elects to receive the cash value of the Company retiree medical subsidy, the employee cannot return to the Frontier Retiree Medical Plan .**

**27.02** **SICKNESS AND ACCIDENT** – For each calendar year, regular employees shall, in addition to their accumulated sick leave bank, receive five days (40 hours) of sick leave with pay for when they are sick or disabled and, as a consequence, are unable to work. Unused days will be carried over in following years to a maximum accumulation of 50 days. Disability pay is based on the employee's regular hourly rate at the time of disability, less applicable taxes. Part-Time employees maximum allowable benefits will be determined by averaging the actual hours worked in the previous six (6) week calendar period. The average shall be divided by thirty (30) days to reach the total hours such employees will be paid, up to a maximum of eight (8) hours disability. Sick leave may-be used in hour increments.

Employees who have no need to use any sick leave days in a year shall have two additional days added to their accumulated bank; those who have no need to use

more than one day, shall have one additional day added to their accumulated bank.

Should an employee's illness/disability extend beyond five consecutive workdays, the employee shall then be eligible for STD at 100% of pay for all workdays of absence from calendar day eight to forty. STD for subsequent consecutive workdays occurring within the next 50 calendar days will be paid at 75%. The employee may use any days in his/her accumulated bank to supplement STD to 100% of base pay. STD for subsequent consecutive workdays occurring within the next 90 calendar days will be paid at 67%. LTD eligibility commences on the 181<sup>st</sup> calendar day of absence.

- 27.02.1 An illness or disability the consequence of pregnancy shall have all the same rights, benefits, and obligations of any other covered illness or disability.
- 27.02.2 The Company may require a doctor's certificate after three (3) days of sickness disability. Abuse of this Article, such as chronic, excessive, or pattern absenteeism, will result in disciplinary action.
- 27.02.3 Statutory Benefits (Worker's Compensation and New York State Disability) will be integrated with the schedule to provide no more than full or half pay respectively.
- 27.02.4 Medical expenses incurred because of sickness are the responsibility of the employee.
- 27.02.5 Upon request, an employee will have his physician, psychologist, or psychiatrist complete and forward to the Company a certificate outlining the nature of the sickness. Payment for such benefit may be contingent upon receipt of a satisfactorily completed certificate. An employee shall not be entitled to benefits if he declines to permit the Company physician or other qualified specialist selected by the Company to make an examination to determine the employee's physical, mental, or emotional condition.

Physicians and qualified specialist as used in this paragraph shall mean medical doctors, doctors of osteopathy, psychologist, psychiatrist, podiatrist, chiropractors, and doctors of dental surgery.

Employees under the care of a chiropractor will not be entitled to receive sickness disability benefits unless the disability is confirmed by a medical doctor, doctor of osteopathy, or podiatrist.

- 27.02.6 In compliance with the Workers' Compensation Law, expenses necessary for the proper care and treatment of the employee will be paid by the Company's Workers' Compensation carrier. All bills in connection with an on-the-job accident should be directed, by the attending physician, pharmacy, etc., to the address below.

CNA



P.O. Box 4855  
Syracuse, New York 13221  
Telephone Number: 800-262-6344

- 27.02.7 If an employee (first party) becomes disabled by injury caused by the negligence of a third party, e.g., as an automobile accident, and receives benefits from the Company (second party), the Company shall have the right to place a lien on the proceeds of any recovery from such third party. Notice of legal action by the employee against the third party shall be given within ninety (90) days thereafter to the Company.
- 27.02.8 Employees who become ill or are injured as a result of gainful outside employment shall be eligible under the Company's Sickness and Accident Disability Benefits Plan only in excess of the initial benefits eligible to the employee, pursuant to Worker's Compensation, under his outside gainful employment.
- 27.02.9 Disabled employees wishing to leave the area shall obtain from the Company approval of absence for a specified time and furnish satisfactory proof of disability while absent.
- 27.02.10 Employees who will be absent from duty because of sickness must notify their immediate supervisor, or other person as designated by their supervisor, prior to the start of the work day. Employees who are injured while on the job must notify their supervisor immediately. The supervisor shall be responsible for the administration of the provisions of the Plan with respect to all employees reporting to him. The supervisor may make the necessary visitations to the employee's home, conduct investigations, and prepare reports as required.
- 27.02.11 Pay for the purpose of this Article 27.02 shall be based on the basic rate of pay at the time the disability began. There shall be deducted an amount equivalent to the total of all taxes that the Company would have been required by Federal or State Law to withhold if the payment were being made as compensation for services performed for the Company.
- 27.02.12 Employees may use available sick leave, vacation or floating holiday time for absences for the employee to see a doctor. Employees shall make reasonable efforts to schedule such appointments during other than working hours. When this is not possible, they should be scheduled at times that will cause as little inconvenience to the employee's work tour as possible.
- 27.02.13 Other provision of this Agreement notwithstanding, an employee on Sickness and Disability leave and LTD in accordance with this Article 27 shall retain rights to their job provided he/she is fully able to return to such position within twelve consecutive months of commencement of such leave.

27.03 **TUITION ASSISTANCE POLICY** - The Company will reimburse regular full time employees who have successfully completed courses under this program as follows:

- A. Tuition assistance as established by the Company, registration, enrollment, lab fees, library fees, and textbooks for grade of C or better or a grade of "Pass" if the class is graded as "Pass/Fail".
  - B. Examples of items not reimbursed are late charges, interest or finance charges, Physical examinations, test equipment, computer software, supplies and any course-required item that is usable after the course is completed.
- 27.03.1 Application for Tuition Assistance must be approved in advance of the beginning of the course (s).
  - 27.03.2 Approval of Tuition reimbursement is contingent upon compliance with the current **Frontier** Tuition Assistance Policy and the procedures for how to apply can be obtained from the Human Resources Department.

Note: The Company will maintain a Tuition Assistance Policy for the life of the **2010** Agreement.

**27.04 CONCESSION SERVICE -**

Employees shall be provided with a discount on the telecommunication products of the Company in accordance with the phone concession plan in effect 18 October 2003. The Company may, from time to time, make changes to this phone concession plan provided that the value to the average employee is no less than that of the plan in effect 18 October 2003 and that the Union is provided the opportunity to discuss any intended changes with the Company prior to implementation.

- 27.04.1 Concessions will be provided only at the employee's primary residential location.
- 27.04.2 Only one concession may be applied per household.
- 27.04.3 An employee's concession can be temporarily suspended or terminated if the employee's account becomes delinquent.
- 27.04.4 Concession service will terminate when an employee is terminated for any reason other than retirement under the Telephone System Pension Plan.

## APPENDIX

### EPO Design Changes

Plan Features <sup>(1)</sup>	2010 FTR Exclusive EPO	2011 FTR Exclusive EPO <sup>(3)</sup>	Δ	2012 FTR Exclusive EPO <sup>(3)</sup>
Company Subsidy	81%	80%	0%	80%
Employee Cost Sharing	19%	19%	0%	20%
Tobacco User Premium for employee/spouse <sup>(2)</sup>		10%	new	10%
Routine Physical	\$35 co-pay	100%	(\$35)	100%
Routine Well Woman	\$35 co-pay	100%	(\$35)	100%
Advanced Diagnostic Radiology Services (MRI, MRA, Ct-scan, Pet-scan)	100% after annual deductible (\$275 Ind/\$550 Family)	10% coinsurance - employee 90% coinsurance - Company (No deductible)	new	10% coinsurance - employee 90% coinsurance - Company (No deductible)
Annual Out-of-pocket Max (only coinsurance applies)	\$2,500/\$5,000	\$2,500/\$5,000	\$0	\$3,000/\$6,000

**IMPORTANT NOTES:**

- (1) - Various benefit limitations that are summarized in the 2010 Summary Plan Description will continue to apply for the duration of this contract  
 - As per Section 27.01.3 (2) the Company may increase annual deductible and co-pays rates by up to 25% year over year. This does not apply to the items listed above in which specific increases over the life of the contract are being proposed.
- (2) - Tobacco User Premium = 10% of the premium equiv. Cost of the medical plan's single coverage.
- (3) - Plan Limitations:  
 Effective 1/1/2011:  
 (a). Plan provides a \$20,000 Lifetime maximum benefits for the surgical treatment of Morbid Obesity per covered member.

### PPO Design Changes

Plan Features <sup>(1)</sup>	2010 FTR Exclusive PPO	2011 FTR Exclusive PPO <sup>(3)</sup>	Δ	2012 FTR Exclusive EPO <sup>(3)</sup>	Δ
Company Subsidy	81%	81%	0%	80%	1%
Employee Cost Sharing	19%	19%	0%	20%	1%
Tobacco User Premium for employee/spouse <sup>(2)</sup>	n/a	10%	new	10%	0%
Routine Physical	80%	100%	-20%	100%	\$0
Routine Well Woman	80%	100%	-20%	100%	\$0

**IMPORTANT NOTES:**

- (1) - Various benefit limitations that are summarized in the 2010 Summary Plan Description will continue to apply for the duration of this contract  
 - As per Section 27.01.3 (2) the Company may increase annual deductible and co-pays rates by up to 25% year over year. This does not apply to the items listed above in which specific increases over the life of the contract are being proposed.
- (2) - Tobacco User Premium = 10% of the premium equiv. Cost of the medical plan's single coverage.
- (3) - Plan Limitation:  
 Effective 1/1/2011:  
 (a). Plan provides a \$20,000 Lifetime maximum benefits for the surgical treatment of Morbid Obesity per covered member.

## Designated HMO

### MVP 30/50 HMO

**Company Subsidy – 2011 – 19%; 2012 – 20%**  
**(10% tobacco user premium applies – see (2) above)**

### Drug Plan

Plan Features	Current 2010	Proposed 2011
<b>Retail - 30-day supply</b>		
Generic <sup>(1)</sup>	\$14.65	\$15
Formulary <sup>(2)</sup>	\$35.90	\$35
Non-Formulary <sup>(3)</sup>	\$35.90	\$45
Other Drugs <sup>(4)</sup>	\$35.90	\$55
<b>Mail - 90-day supply</b>		
Generic <sup>(1)</sup>	\$29.30	\$37.50
Formulary <sup>(2)</sup>	\$71.80	\$87.50
Non-Formulary <sup>(3)</sup>	\$71.80	\$112.50
Other Drugs <sup>(4)</sup>	\$71.80	\$137.50

1,2,3&4 - refer to next slide for definition

#### **NOTES:**

(a) - Various plan limitations that are summarized in the 2010 Summary Plan Description (SPD) will continue to apply for the duration of this contract.

(b) - Mail order co-pay for a 90-day supply = two and a half times (2.5x) the Retail 30-day supply co-pay

(c) - As per Section 27.01.3(2), the Company may increase co-pay rates by up to 25% year over year. This does not apply to the items listed above in which specific increases are shown for 2011 plan year.

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

**2,3 - Brand Name Drug** - The initial version of a medication developed by a pharmaceutical manufacturer, or a version marketed under a pharmaceutical manufacturer's own registered trade name or trademark. The original manufacturer is granted an exclusive patent to manufacture and market a new drug for a certain number of years. Brand name drugs consist of **Formulary and Non-Formulary**. Drugs falling under the Formulary tier are selected for their effectiveness, utilization and cost. Formulary-drugs are always under review and subject to update. Brand name drugs

that don't fall under Formulary tier, will fall under Non-Formulary tier. A copy of the Formulary drug list can be obtained on [www.anthem.com](http://www.anthem.com).

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

## **ARTICLE 28**

### **UNION SECURITY - CHECK OFF**

- 28.01 The Company may employ additional employees when necessary for the job classifications as specified, but will require as a condition of employment that such employees shall become and remain a member in the Union or be obligated to tender to the Union amounts equal to periodic dues beginning with the thirty-fifth (35th) day following the date of employment or the effective date of this Agreement, whichever is later.
- 28.02 The Company will notify the local Union within thirty (30) working days as to the date of employment and the classification of each new employee placed in a bargaining unit position.

## **ARTICLE 29**

### **CONSOLIDATION**

- 29.01 Consolidation is when, because of economic reasons and/or efficiency of operation, the Company combines job classifications from two or more bargaining units into the same reporting center. When the Company determines there is a need for consolidation and a force adjustment is necessary, these force adjustments will first be implemented in the affected bargaining units before consolidation.
- 29.02 At the time of consolidation, during the bridging period, the following will occur.
- 29.02.1 Bargaining unit seniority will be combined within the consolidated classification only.
- 29.02.2 Employees will continue to accumulate seniority in their original bargaining unit.
- 29.02.3 If a need arises for force adjustment within that consolidated classification, adjustments will be accomplished in the reverse order of seniority.
- 29.02.4 Employees in a consolidated classification can bump or be bumped only by employees in their original bargaining unit in accordance with Article 12 of this Agreement.

- 29.02.5 Force-reduced employees prior to consolidation will be considered to have combined seniority within that consolidated classification for purpose of recall.
- 29.02.6 The consolidated classification will have no boundaries within the affected bargaining units.
- 29.02.7 Whenever practical, the Company will maintain vacation and tour schedules by original unit for affected employees.
- 29.03 Any employee who is in a job classification that is consolidated to a different bargaining unit, is offered a job in the same or like classification and elects to decline the job offer shall receive all rights under Article 12.
- 29.04 Any employee who is in a job classification that is consolidated to a new location within the same bargaining unit will be treated as follows.
  - 29.04.1 If such employee is offered a job in the same or like classification within thirty (30) miles of his normal reporting center and elects to decline the job offer and terminate, he shall not receive any separation allowance.
  - 29.04.2 If such employee is offered a job in the same or like classification beyond thirty (30) miles of his normal reporting center and elects to decline the job offer and terminate, he may receive Voluntary Separation Plan follows: Upon release from service, the employee may elect to:
    - A. Receive his Voluntary Separation Plan VSP and terminate from the Company,
    - B. Remain on a "Recall List" for up to twelve (12) months and receive his VSP during this period, or
    - C. Forfeit his VSP at the end of the initial twelve (12) months and remain on the "Recall List" for an additional twelve (12) months.Under options A and B above, VSP will be paid in accordance with the Voluntary Separation Plan as outlined in Section 12.02.1 above.

## **ARTICLE 30**

### **WAGE INCENTIVE AND BONUSES**

- 30.01 All employees within the bargaining unit, in addition to progression-step wage increases, and annual wage adjustments, shall receive upon qualification all merit, bonus, and incentive payments or prizes when, as a group or as individuals, they are permitted or directed by management to participate in Company sponsored programs and projects.

**ARTICLE 31**  
**WORK-AT-HOME**

31.01 General

The wages, benefits coverage and eligibility, and other terms and conditions of employment for employees who work-at-home shall be governed by the applicable provisions of this Agreement, except as modified by the following terms, conditions and principles for working-at-home. The Work-at-Home program will be staffed with employees in the new classification of Work at Home Agent.

31.02 Eligible Employees and Staffing Provisions

- a) The Company will determine the number of employees who may participate in work-at-home.
- b) Employees must meet the Home Office requirements in Section 31.04.

31.03 **Staffing**

Any additional openings in the IBEW 363 WAH Program will be posted and filled in accordance with Article 4, Section 4.03.5, of the Agreement (that is, in the same manner as NOC positions are filled). Vacancies will also be posted on The Link for internal candidates only. However, nothing contained in this Article shall be construed to require the Company to fill a WAH position with a new hire.

31.04 Home Office Requirements

- a) Adequate space in the employee's residence with privacy and sufficient electric power and outlets for all equipment necessary to perform the work.
- b) A room free of distractions, preferably one with a door that can be closed for privacy. No background noise like the television, conversation, radio, or animals.
- c) A room with good lighting (overhead lighting and a desk lamp if needed), appropriate temperature control, and an appropriate chair.
- d) A sturdy desk or table that can handle the weight of the computer and equipment, with sufficient space for a phone and headset.
- e) Work area free from all safety hazards and unsafe conditions, such as slipping, tripping, electrical, fire and other hazards.
- f) High-Speed Internet access meeting technical and other requirements

g) No deed, lease, condominium, or co-op restrictions which would be violated by performance of the work at the residence.

h) Employees who live outside of Frontier service area or cannot receive Frontier HSI may have HSI supplied by another provider.

**i) An employee who cannot satisfy (h) above, but has a relative who can, with space to set up an office, may work out of the relative's location with Company approval.**

#### 31.05 Equipment; Expenses

The Company will supply employees with a chair to be used for working at home, will provide an allowance of \$150 for purchasing a work station, and bear the cost of the equipment and services it determines are needed to perform the duties and responsibilities of the employee's job. All equipment supplied by the Company remains the property of the Company and may be removed or replaced at the Company's discretion with reasonable notice to the employee. **When an employee terminates his or her participation in the WAH Program, she or he shall make the Company-supplied equipment available for pick up by the Company within 5 days of such termination.** Except as expressly provided above, the Company assumes no responsibility for any cost (including, but not limited to increases in rental or utility charges or insurance premiums, fees for zoning waivers or exceptions, or license fees) associated with the creation or maintenance of a workspace and equipment in a participant's home.

#### 31.06 Schedule Adherence

Employees are expected to start their tours in a punctual manner and adhere to the schedule as if they were at a Company work location and, while working, give their full and undivided attention to the performance of their job duties. Work-at-home work time shall not be used for dependent care activities. In the event participants need to leave their work position at times for other than a scheduled break or meal period (e.g., feeling ill), they must first confer with supervision and secure permission. Upon returning to their work position, participants must inform supervision. If an emergency situation develops requiring immediate action on the part of the employee, he/she should react appropriately and notify supervision as soon as appropriate.

#### 31.07 Code of Conduct; Protection of Customer Information

Employees must comply with Company rules and policies including the Citizens Communications Code of Conduct. Employees will be required to establish and maintain safeguards that will protect from theft, abuse or misuse all Company records and property, including all customer information, located in, or accessible



from their premises. In addition, they must take all necessary steps to protect the secrecy of communications and the confidentiality of customer information and communications.

#### 31.08 Employee Safety; Ergonomics

Employees will be responsible for compliance with Company safety (including ergonomic) standards.

#### 31.09 Equipment Malfunctions

Employees must immediately inform supervision of the malfunction of any work-at-home terminal/equipment or services. These situations will be handled on a case-by-case basis. **In such cases, however, employees may be required to come into the office within one (1) hour after receiving notice to do so, in order to finish their shifts.**

#### 31.10 Reporting to Locations Other Than Residence

Participants may be required to report to Company or non-Company locations for purposes such as, but not limited to, supervisor meetings, training sessions and policy/practice coverage. If practicable, participants will be given at least 24 hours notice in advance of the start time of such meetings, sessions, and the like. Mileage incurred for Company-directed travel to and from a Company or non-Company location will be reimbursed at the IRS mileage reimbursement rate.

#### 31.11 Supervisory Evaluation and Oversight

Supervisors will use the same methods and tools as are then in use in “brick and mortar” Call Center operations to monitor and evaluate employee performance.

In addition, supervisors will maintain contact with employees through telephone, electronic, or other messaging, and home visits during scheduled hours may be conducted. At any home visit at which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge) is to be announced, or at any home visit with an employee for the purpose of conducting an investigatory interview which may lead to such discipline of the employee, the employee and the Union Steward will be notified in advance and the Union Steward will be present for the visit if the employee so requests.

#### 31.12 Evaluation of Program

Participants will be required to cooperate in surveys, evaluations, focus groups and other similar activities, as directed by supervision, to determine the ongoing value and effectiveness of work-at-home arrangements. The Company will make available to the Union reports summarizing the results of work-at-home arrangements.

31.13 Work Stoppage In the event of a work stoppage, the work-at-home equipment in participants' homes may be deactivated and may also be removed.

31. 14 Termination of Program

The Company may terminate the work-at-home arrangements, in whole or in part, at any time upon sixty (60) days notice to affected employees and the Union.

**ARTICLE 32  
DURATION OF AGREEMENT**

This memorandum of Agreement is to take effect as of October **22, 2010** and shall remain in full force and effect until October 21, **2012** and shall automatically continue in full force from year to year thereafter until terminated by written notice from either party to the other at least sixty (60) days prior to October 21, **2012**.

**FOR Frontier:**

\_\_\_\_\_  
Robert J. Costagliola  
Senior Vice President, Labor Relations

\_\_\_\_\_  
James Currie  
Vice President - Operations

\_\_\_\_\_  
Joyce Lynn Robbins  
Senior Manager, Human Resources

\_\_\_\_\_  
Catherine DeCuyke  
Director, Customer Care

\_\_\_\_\_  
Ellen Amarosa  
Manager, Collections

\_\_\_\_\_  
Debbie Bogdanski  
General Manager

\_\_\_\_\_  
John Nauroth  
Supervisor, NOC

**FOR Local 363, International  
Brotherhood of Electrical  
Workers, AFL-CIO:**

\_\_\_\_\_  
John Maraia  
Business Manager

\_\_\_\_\_  
Gilbert J. Heim  
Assistant Business Manager

\_\_\_\_\_  
Thomas J. Schaaff  
Assistant Business Manager

\_\_\_\_\_  
Shelley Brockert  
Unit 12 - Chairperson

\_\_\_\_\_  
Nancy L Harden  
Unit 12 – Vice Chairperson

\_\_\_\_\_  
Jeffrey Wathen  
Unit 43 - Chairperson

\_\_\_\_\_  
Cynthia Lowe  
Unit 43 – Vice Chairperson

\_\_\_\_\_  
Robert Eck  
Unit 4 - Chairperson

\_\_\_\_\_  
Janet Sadler  
Unit 4 – Vice Chairperson

Dated: **November 16, 2010**

Dated: **November 16, 2010**

## WAGE TABLES

### Schedule A

Utility Custodian

Wage Credit	Current Rate	Effective 10/24/2010	Effective 10/16/2011
Start	\$11.54		
6 mos	\$12.33		
12 mos	\$12.86		
18 mos	\$13.41		
24 mos	\$14.27		
30 mos	\$14.87		
36 mos	\$15.47		
42 mos	\$16.18		
48 mos	\$18.23		

### Schedule A continued

Collections Consultants –Tier 2

Hired on or after 10/13/06

Credit	Current Rate	Effective 10/24/2010	Effective 10/16/2011
start	\$12.61	\$12.89	\$13.18
6 mos	\$13.03	\$13.32	\$13.62
12 mos	\$13.40	\$13.70	\$14.01
18 mos	\$13.76	\$14.07	\$14.39
24 mos	\$14.14	\$14.46	\$14.78
30 mos	\$14.54	\$14.87	\$15.20
36 mos	\$14.94	\$15.28	\$15.62
42 mos	\$15.35	\$15.70	\$16.05
48 mos	\$15.78	\$16.14	\$16.50
54 mos	\$16.21	\$16.57	\$16.95
60 mos	\$16.66	\$17.03	\$17.42

**Schedule A** continued

**Work at Home – Tier 1**

Effective	Regular Rate	Achievement	
10/22/2006	\$16.85	Silver + 1.25/hr	Gold \$2.25/hr
10/24/2010	\$17.19	Silver + 1.50/hr	Gold \$2.75/hr
10/16/2011	\$17.57	Silver + 1.75/hr	Gold \$3.00/hr

**Work at Home – Tier 2**

Applicable to employees hired after 10/13/06

**Sales & Service Specialist Bilingual**

Effective	Starting Rate	Regular Rate	Achievement	Achievement
1/4/2009	\$11.82	\$12.87	Silver + 1.25/hr	
10/24/2010	\$12.09	\$13.16	Silver + 1.75/hr	Gold \$3.00/hr
10/16/2011	\$12.36	\$13.46	Silver + 1.75/hr	Gold \$3.00/hr

**Schedule B**

Service Clerk

Customer Specialist

Wage Credit	Current Rate	Effective 10/24/2010	Effective 10/16/2011
Start	\$11.52	\$11.75	\$12.01
6 mos	\$12.33	\$12.58	\$12.86
12 mos	\$12.89	\$13.15	\$13.44
18 mos	\$13.54	\$13.81	\$14.12
24 mos	\$14.36	\$14.65	\$14.98
30 mos	\$15.12	\$15.42	\$15.77
36 mos	\$15.73	\$16.04	\$16.41
42 mos	\$16.54	\$16.87	\$17.25
48 mos	\$18.54	\$18.91	\$19.34

**Schedule C**

Warehouse Clerk  
Shop Repair/Shipping Clerk  
Cashier I  
Clerk Typist

**Employees hired after 10/21/10 and who occupy the following titles:**

Repair Clerk, 911 Representative  
Directory Clerk, Capital Construction Clerk

Wage Credit	Current Rate	Effective 10/24/2010	Effective 10/16/2011
Start	\$11.67	\$11.90	\$12.17
6 mos	\$12.52	\$12.77	\$13.06
12 mos	\$13.02	\$13.28	\$13.58
18 mos	\$13.65	\$13.92	\$14.24
24 mos	\$14.52	\$14.81	\$15.14
30 mos	\$15.22	\$15.52	\$15.87
36 mos	\$16.11	\$16.43	\$16.80
42 mos	\$16.63	\$16.96	\$17.34
48 mos	\$19.22	\$19.60	\$20.05

**Schedule D**

Facilities Assigner [new]  
Engineering Records Clerk  
Network Access Representative  
Cashier II

Wage Credit	Current Rate	Effective 10/24/2010	Effective 10/16/2011
Start	\$12.64	\$12.89	\$13.18
6 mos	\$13.50	\$13.77	\$14.08
12 mos	\$14.15	\$14.43	\$14.76
18 mos	\$14.75	\$15.05	\$15.38
24 mos	\$15.80	\$16.12	\$16.48
30 mos	\$16.52	\$16.85	\$17.23
36 mos	\$17.25	\$17.60	\$17.99
42 mos	\$18.10	\$18.46	\$18.88
48 mos	\$20.13	\$20.53	\$20.99

**Schedule E**

Building Mechanic

Storekeeper

Coin Facilitator

Residential Sales & Service Consultant

**Repair Clerk\***

Nuisance Call Bureau Clerk

Special Circuits/LD Repair Clerk

**911 Representative\***

**Directory Clerk\***

Business Sales & Service Consultant

**Capital Construction Representative\***

Retail Service & Sales Consultant

Dispatch Clerk

**\*Employees hired into these titles before 10/21/10  
will be "Grandfathered" on schedule E**

Wage	Current	Effective	Effective
Credit	Rate	10/24/2010	10/16/2011
Start	\$12.91	\$13.17	\$13.46
6 mos	\$13.90	\$14.18	\$14.50
12 mos	\$14.55	\$14.84	\$15.17
18 mos	\$15.24	\$15.54	\$15.89
24 mos	\$16.27	\$16.60	\$16.97
30 mos	\$17.05	\$17.39	\$17.78
36 mos	\$17.88	\$18.24	\$18.65
42 mos	\$18.78	\$19.16	\$19.59
48 mos	\$20.81	\$21.23	\$21.70

Collections Consultants – Tier 1 hired on or before 10/13/2006

	Current	Effective	Effective
Credit	Rate	10/24/2010	10/16/2011
start	\$11.85	\$12.06	\$12.27
6 mos	\$12.76	\$12.98	\$13.21
12 mos	\$13.35	\$13.58	\$13.82
18 mos	\$13.99	\$14.23	\$14.48
24 mos	\$14.93	\$15.19	\$15.46
30 mos	\$15.65	\$15.92	\$16.20
36 mos	\$16.41	\$16.70	\$16.99
42 mos	\$17.24	\$17.54	\$17.85
48 mos	\$19.10	\$19.43	\$19.77

**Schedule F1**

Facilities Assigner/Cutter

	Current	Effective	Effective
Credit	Rate	10/24/2010	10/16/2011
Start	\$13.21	\$13.47	\$13.78
6 mos	\$14.20	\$14.48	\$14.81
12 mos	\$14.85	\$15.15	\$15.49
18 mos	\$15.54	\$15.85	\$16.21
24 mos	\$16.57	\$16.90	\$17.28
30 mos	\$17.35	\$17.70	\$18.10
36 mos	\$18.18	\$18.54	\$18.96
42 mos	\$19.08	\$19.46	\$19.90
48 mos	\$21.11	\$21.53	\$22.02



**Schedule F**

Drafter

Frame person

Wage Credit	Current Rate	Effective 10/24/2010	Effective 10/16/2011
Start	\$13.97	\$14.25	\$14.57
6 mos	\$15.01	\$15.31	\$15.65
12 mos	\$15.82	\$16.14	\$16.50
18 mos	\$16.54	\$16.87	\$17.25
24 mos	\$17.66	\$18.01	\$18.42
30 mos	\$18.65	\$19.02	\$19.45
36 mos	\$19.57	\$19.96	\$20.41
42 mos	\$20.58	\$20.99	\$21.46
48 mos	\$23.03	\$23.49	\$24.02

**Schedule G**

Coin Collector

Wage Credit	Current Rate	Effective 10/24/2010	Effective 10/16/2011
Start	\$15.00		
6 mos	\$16.30		
12 mos	\$17.28		
18 mos	\$18.15		
24 mos	\$19.58		
30 mos	\$20.74		
36 mos	\$21.92		
42 mos	\$23.11		
48 mos	\$26.81		

**Schedule H**  
Communications Tech Trainee

Wage Credit	Current Rate	Effective 10/24/2010	Effective 10/16/2011
Start	\$16.58	\$16.91	\$17.29
6 mos	\$17.86	\$18.22	\$18.63
12 mos	\$18.85	\$19.23	\$19.66
18 mos	\$19.71	\$20.10	\$20.56
24 mos	\$21.15	\$21.57	\$22.06
30 mos	\$22.31	\$22.76	\$23.27
36 mos	\$23.49	\$23.96	\$24.50
42 mos	\$24.68	\$25.17	\$25.74
48 mos	\$28.38	\$28.95	\$29.60

**Schedule I**  
Building Technician

Wage Credit	Current Rate	Effective 10/24/2010	Effective 10/16/2011
Start	\$16.66	\$16.99	\$17.38
6 mos	\$18.06	\$18.42	\$18.84
12 mos	\$19.12	\$19.50	\$19.94
18 mos	\$20.15	\$20.55	\$21.02
24 mos	\$21.73	\$22.16	\$22.66
30 mos	\$23.03	\$23.49	\$24.02
36 mos	\$24.29	\$24.78	\$25.33
42 mos	\$25.72	\$26.23	\$26.82
48 mos	\$28.87	\$29.45	\$30.11

**Schedule I**

Testboard Person

Wage Credit	Current Rate	Effective 10/24/2010	Effective 10/16/2011
Start	\$16.47	\$16.80	\$17.18
6 mos	\$17.85	\$18.21	\$18.62
12 mos	\$18.90	\$19.28	\$19.71
18 mos	\$19.91	\$20.31	\$20.77
24 mos	\$21.47	\$21.90	\$22.39
30 mos	\$22.77	\$23.23	\$23.75
36 mos	\$24.00	\$24.48	\$25.03
42 mos	\$25.43	\$25.94	\$26.52
48 mos	\$28.54	\$29.11	\$29.77

**Schedule J**

Unoccupied

Wage Credit	Current Rate	Effective 10/24/2010	Effective 10/16/2011
Start	\$18.22		
6 mos	\$19.63		
12 mos	\$20.70		
18 mos	\$21.71		
24 mos	\$23.29		
30 mos	\$24.59		
36 mos	\$25.89		
42 mos	\$27.28		
48 mos	\$30.44		

**Schedule J**

Communications Technician  
(Equipment Repairer)  
(Combination Person)  
(Installer Repair Person)  
(Cable Splicer)  
(Lineperson)  
Equipment Installer

Wage Credit Start	Current Rate	Effective 10/24/2010	Effective 10/16/2011
	\$18.01	\$18.37	\$18.78
6 mos	\$19.41	\$19.80	\$20.24
12 mos	\$20.46	\$20.87	\$21.34
18 mos	\$21.46	\$21.89	\$22.38
24 mos	\$23.02	\$23.48	\$24.01
30 mos	\$24.31	\$24.80	\$25.35
36 mos	\$25.59	\$26.10	\$26.69
42 mos	\$26.97	\$27.51	\$28.13
48 mos	\$30.09	\$30.69	\$31.38

**Schedule K**

NOC Technician  
PC Technician

Wage Credit Start	Current Rate	Effective 10/24/2010	Effective 10/16/2011
	\$18.61	\$18.98	\$19.41
6 mos	\$19.99	\$20.39	\$20.85
12 mos	\$20.97	\$21.39	\$21.87
18 mos	\$21.90	\$22.34	\$22.84
24 mos	\$23.37	\$23.84	\$24.37
30 mos	\$24.45	\$24.94	\$25.50
36 mos	\$25.64	\$26.15	\$26.74
42 mos	\$26.88	\$27.42	\$28.03
48 mos	\$30.91	\$31.53	\$32.24

## **GRANDFATHERED ITEMS**

1. The positions of Working Foreperson held by R Harmon shall be reclassified as Linepersons and Mr. Harmon is grandfathered on the Communications Technician schedule.
2. The below listed employees will be included under the coverage of the parties 2003-2006 labor agreement being placed at the top step in the job classifications as indicated:

Gordon E. Benjamin  
James L. DeGoyler  
Paul H. Desotelle  
Thurland J. Lee  
Lawrence W. Plishka  
James C. Winch  
Lee A. Baxter  
Robert Peterson

The time off provisions applicable to the employees referred to herein as specified in the 2002-2003 IBEW Local 2176/Company labor agreement shall remain in effect for these employees through 31 December 2003. Effective 1 January 2004 all such terms will be replaced by the terms of the labor agreement between the Company and IBEW Local 363. Regarding Article 27.02, each employee will be provided a bank 35 days as of 31 December 2003.

The above referenced employees will continue to be eligible for the retiree medical plan that was available to them 11 May 2002 in accordance with the terms of said plan.

## MISCELLANEOUS ITEMS

1. The Company agrees to furnish ice to employees in the summer and allow employees to idle their trucks in the winter for a reasonable period of time so they may eat their lunch.

2. ARTICLE 5, ARTICLE 10, AND APPENDIX A:

The following is set forth to clarify the agreement reached during the 1986 Negotiations concerning the new classifications of Communications Technician and Service Office Representative.

The classification of Communications Technician includes the classifications formerly known as Combination Person, Installer-Repair Person, Equipment Repairer, and Cable Splicer. The classification of Service Office Representative includes the classifications formerly known as Service Representative, Facility Assignor, Repair/Dispatch Clerk, and Service Office Clerk. The vacation schedules within these new classifications will continue to be selected in accordance with the work groups' predominant job function. Additionally, work schedules and tours within the new classifications will be established and selected in accordance with the work groups' predominant job functions and/or current local practice. Nothing in this letter shall be construed to change the procedures outlined in the Articles of Agreement.

3. ARTICLE 1 - UNION RECOGNITION

The positions of Administrative Aide held by Marga Woltman and Shirley Jarocki shall, as long as held by these two individuals, not be represented by the Union nor covered under the terms of the Labor Agreement.

As each of these positions become vacant, they shall be included within the representation of the Union and covered under the terms of the Labor Agreement. Thus, if and when the Company determines to fill the position(s), it shall fill them in accordance with the provisions of the Labor Agreement.

**MEMORANDUM OF AGREEMENT**

**RETIREE MEDICAL BENEFITS**

1. During the term of this Memorandum of Agreement, Retiree Medical Benefits for eligible participants (those who were employed prior to October 18, 1995 subject to the provisions of Article 27, Section 27.01.3) shall be the same level and type of benefits as provided in the Medical Plan for active employees, and subject to change in the Medical Benefits for active employees.
2. Eligible employees will make a contribution based on years of accredited service. The following is the monthly premium contribution schedule:

**For Service Linked Coverage (Prior to age 60)**

<b><u>Years of Accredited Service at Retirement</u></b>	<b><u>Percent of Health Care Premium Paid by Retiree</u></b>
Less than 10	100%
10 to 14	80%
15 to 19	60%
20 to 24	40%
25 to 29	20%
30 and over	10%

During the term of this Memorandum of Agreement, the Company shall contribute up to the following amounts for Retiree Medical Benefits, as described in Section 4, (hereinafter referred to as Defined Dollar Benefits), subject to the provisions contained in this Memorandum of Agreement:

- A. The full cost, less the retiree contribution, of retiree medical benefits for primary coverage up to a maximum of \$292.00 per month.
  - B. The full cost, less the retiree contribution, of retiree medical benefits for employee plus one dependent coverage up to a maximum of \$566.00 per month.
  - C. The full cost, less the retiree contribution, of retiree medical benefits for employee plus family coverage up to a maximum of \$816.00 per month.
  - D. For an eligible participant covered by Medicare: the full retiree medical benefits costs, less the retiree contribution, up to a maximum of \$695.00 per month
3. For coverage at minimum age 60:

During the term of this Memorandum of Agreement, the Company shall contribute up to the following amounts for Retiree Medical Benefits, as described in Section 4, (hereinafter referred to as Defined Dollar Benefits), subject to the provisions contained in this Memorandum of Agreement:

- A. The full cost of retiree medical benefits for primary coverage up to a maximum of \$292.00 per month for retirees age 60 to 65.
  - B. The full cost of retiree medical benefits for employee plus one dependent coverage up to a maximum of \$566.00 per month for retirees age 60 to 65.
  - C. For an eligible participant covered by Medicare: the full cost of retiree medical benefits less \$10.00 per month payment by each eligible participant covered by Medicare, up to a maximum of \$444.00 per month.
4. If the Retiree Medical Benefits costs exceed the Defined Dollar Benefits as described in Section 5, the difference shall be payable to the Company by the covered retiree in monthly payments in order to continue Retiree Medical Benefits.



**MEMORANDUM OF AGREEMENT**

**RETIREE LIFE INSURANCE BENEFITS**

1. During the term of this Memorandum of Agreement, Retiree Life Insurance Benefits for eligible participants (those who were employed prior to October 18, 1995) will be as follows:
  - A. After retirement, the Company will carry non-contributory life insurance on each retired employee who was approved for disability or service pension.

The amount of insurance will be computed in accordance with the following schedule and will be based on the average annual wages of such employee for the five (5) consecutive years during which the employee was paid the highest wages:

First 5 years after retirement	75%
For 6th year after retirement	65%
For 7th year after retirement	55%
For 8th year after retirement	45%
For 9th year after retirement	35%
and thereafter	30%

The initial amount of Non-contributory Life Insurance after retirement will be established upon retirement. Subsequent adjustments will be made on the anniversary date of retirement following the completion of the 5th, 6th, etc., year of retirement.

The amount of insurance will be adjusted to the next higher multiple of \$1,000, if not already a multiple of \$1,000, subject to a minimum of \$3,000 and a maximum of \$25,000.

- B. Prior to retirement, an employee may elect to receive Paid-Up Life Insurance coverage with a cash value. The amount of Paid-Up Life Insurance is based on 30% of the final amount of the retiree's Life Insurance less a \$ 3,000 minimum. (The \$3,000 minimum amount will be continued as Group Retired Life Insurance by the company.) The cash value of this coverage will be based on the insurance company's rate per 1,000 at the employee's age at the time of election.

## **MEMORANDUM OF UNDERSTANDING**

### **DRUG & ALCOHOL POLICY**

The Parties agree that the Company has the right to issue a Drug and Alcohol Policy (see policy dated May 1990). It is understood that all matters surrounding a drug and alcohol investigation will maintain strict employee confidentiality.

The Company will require that the observation resulting in the requirement for drug and/or alcohol screenings will be documented in writing by the management employee(s) who make the observations.

It is not the intent of the policy to require a drug/alcohol screen as a result of a performance problem(s), in and of itself, without the presence of indicators that would cause a "reasonable person" to conclude that the individual could be under the influence of a drug or alcohol. This is to say that a single indicator that could be the result of many different conditions would not be the sole factor that would result in a requirement for a drug/alcohol screening.

At the time the specimen is collected, the employee will be given the opportunity to provide two (2) specimens in separate container. The second specimen will be properly sealed and maintained in order to be available for retest at the request of the employee and/or the Union as described below.

The Company agrees that the employee who tests positive on both the screening and the confirmation test will have the option to request that the additional specimen be released to a certified lab for re-testing. The Company's responsibility for the chain of custody ends when the specimen is released at the direction of the second testing lab. This request must be made by the Union or the employee within ten (10) workdays from the date the original test result is provided to the employee. It is understood that the employee is responsible to arrange for the test and all associated additional cost. The results of this retest will be forwarded to the Company within ten (10) working days from the date the results are available for consideration by the Company.

It is understood that a decision to discipline as a result of a positive test would depend on all circumstances surrounding the particular situation, and would be based on established just cause standards.

It is the intent of the Company to utilize testing methods which are recognized by the U.S. Department of Health and Human Services as state-of-the-art for validity and accuracy.

It is understood that the Union does not endorse those portions of the policy that are specifically excluded by this modification. The Union is not responsible for ascertaining the Drug-Free or Alcohol-Free status of any employee.

The Company agrees that the Union retains all previous held rights to challenge discipline or adverse actions resulting from this policy.

The Company shall hold harmless and indemnify the Union against liabilities resulting from the implementation and administration of the Company's Drug and Alcohol Policy.

## MEMORANDUM OF AGREEMENT

### Frontier Communications of New York -and- International Brotherhood of Electrical Workers

#### Memorandum of Agreement for One Tech Out (Single Dispatch)

As a competitive initiative, with the objective being to service customers wherever possible with one tech out (that is, completing a job with a single dispatch and/or work assignment), both parties agree this can be accomplished with the current contract language stated below as long as the Company will train and utilize employees to be able to safely and efficiently perform the entire job in a single dispatch or single assignment.

#### ARTICLE 5, ARTICLE 10, AND APPENDIX A:

The following is set forth to clarify the agreement reached during the 1986 Negotiations concerning the new classifications of Communications Technician and Service Office Representative.

The classification of Communications Technician includes the classifications formerly known as Combination Person, Installer-Repair Person, Equipment Repairer, Cable Splicer **and Lineperson**.

During negotiations of this MOA, the parties had extensive discussions about overtime administration and shared the view that overtime administration practices and procedures will not be an obstacle to the continued implementation of the principles stated in this letter. Post bargaining, in joint reviews of the new contract with supervisors and employees that will be conducted by the Company and Union, the parties will cover this subject and provide examples to illustrate their shared view.

FOR THE COMPANY

FOR THE UNION

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Robert J Costagliola  
Vice President - Labor Relations

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Thomas J. Schaaff  
IBEW

## MEMORANDUM OF AGREEMENT

Frontier Communications of New York

-and-

International Brotherhood of Electrical Workers

Call Center Repair Clerk and Special Circuits/LD Repair Work

This Memorandum confirms the parties' agreement during 2006 collective bargaining negotiations that (1) the duties of the Residential Sales & Service Consultant, Business Sales & Service Consultant classifications, and the new Work at Home Agent classification include the duties of the Repair Clerk and Special Circuits/LD Repair classifications, (2) that the duties of the Residential Sales & Service Consultant and the Residential Work at Home Agent are the same, and (3) that the duties of the Business Sales & Service Consultant and the Business Work at Home Agent are the same.

This will also confirm that the classifications of Residential Sales & Service Consultant, Business Sales & Service Consultant, Repair Clerk and Special Circuits/LD Repair will remain on Schedule E of the parties' labor agreement. In the event Residential Sales & Service Consultant or Business Sales & Service Consultant work is **returned to a "brick and mortar" environment**, the work will be paid at the Schedule E rate. **Where Work at Home Agents work on special assignments (e.g., conducting training, flag queue, conversion support, etc.) for five (5) work days or longer in the same calendar month, they will be paid at the Silver achievement level for the entire month in which the special assignment occurs; if, however, an employee is qualified for Gold Achievement level pay for any part of the time during which they are performing the special assignment, they will be paid at the Gold Achievement level for the entire month in which the special assignment occurred. For purposes of computing Pay for Performance, the employee will receive two (2) points for the month in question if they were qualified for Silver**

**Achievement level pay and three (3) points if they qualified for Gold Achievement level pay.**

FOR THE COMPANY

FOR THE UNION

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Robert J Costagliola  
Vice President - Labor Relations

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Thomas J. Schaaff  
IBEW

## MEMORANDUM OF AGREEMENT

### Frontier Communications of New York

-and-

### International Brotherhood of Electrical Workers

The following commitments were made in connection with the parties' agreement to a Work at Home Program:

1. For the life of the 2006 Agreement, the Company will not move the work performed currently by employees in the 911, Directory, and Long Distance groups in Gloversville out of the bargaining unit.
2. This commitment does not constitute a guarantee of any headcount in these groups.

This MOA terminates upon expiration of the 2006 Agreement, unless renewed in writing and signed by the authorized representatives of the parties.

FOR THE COMPANY

FOR THE UNION

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Robert J Costagliola  
Vice President - Labor Relations

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Thomas J. Schaaff  
IBEW

Date: November 30, 2006

Date: November 30, 2006

**Memorandum of Agreement  
Between  
Frontier Communications Solutions  
And  
IBEW Local 363**

**Communications Technician Trainee Program**

The parties, Frontier Communications Solutions (hereafter referred to as the Company) and IBEW Local 363 (hereafter referred to as the Union) hereby agree to the following continuation of the Communications Technician Trainee program under the following terms:

1. The position will be placed in the IBEW 363 Bargaining Unit.
2. The position will be placed on Salary Schedule H. For employees at the 48 month level on Schedule E, they will be placed at the 30 month level of Schedule H.
3. Posting and bidding procedures will be followed in accordance with the contract.
4. The only minimum qualifications for the position will fall under physical requirements.
5. The Traineeship will last for nine months.
6. Trainees will be routed through several Com Tech disciplines, starting with Installation and Repair.
7. As part of the program, Trainees can be assigned anywhere in the District represented by the IBEW.
8. Trainees are in training and should be under supervision for the first nine months.
9. Employees successfully completing the Traineeship shall be offered a Com Tech job within the District.
10. If a Trainee refuses an offered position within in the District, they will be prohibited from obtaining a Com Tech position for two years. For Trainees in the program for more than one year who refuse a position, they will be prohibited from obtaining a Com Tech position for one year.



11. Trainees will not serve a qualifying period following successful completion of the Traineeship, once they obtain a Com Tech position.
12. Trainees who are disqualified due to performance, will have retreat rights to their former position.
13. The reason for disqualification is open for discussion, but not subject to the grievance procedure.
14. Trainees disqualifying themselves will be prohibited from obtaining a Com Tech position for two years.
15. If a Com Tech position is not immediately available, a Trainee will recycle through the program until one is available.
16. IBEW Unit Chairs or Vice Chairs will be able to observe the selection interview process.
17. The Traineeship Committee will meet as necessary to review and evaluate the progress of the program.

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For the Union  
 Robert J. Costagliola  
 Dated: November 30, 2006

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For the Company  
 Thomas J. Schaaff  
 Dated: November 30, 2006

Pilot Program

- Two (2) employees per unit by seniority who are able to lift 80 pounds, not color blind, Basic Electricity certification, and lift and set 24 foot ladder.
- Union will partner with the Company on this program. The Union will train employees on the above items.
- The Company will make available pole climbing practice up to three feet.

**MEMORANDUM OF AGREEMENT**

**Frontier Communications of New York**

**-and-**

**International Brotherhood of Electrical Workers**

**Temporary Retail Operations (such as Mall Kiosks)**

This Memorandum confirms the parties' agreement during 2006 collective bargaining negotiations to meet after bargaining regarding the use of bargaining unit personnel to man temporary retail operations such as mall kiosks.

Both parties recognize that this type of operation will require flexible hours to satisfy hours of operation coverage mandated by the retail establishment, and may require employees to work part-time hours and to be in the temporary employee classification for longer than 6 months to meet the seasonal or periodic nature of kiosk-type operations.

Both parties commit to open-minded approach to these negotiations to maximize the possibility of reaching mutual agreement. Meetings will be held at mutually agreeable times and locations, and will not exceed twelve (12) hours of total meeting time unless mutually agreed.

FOR THE COMPANY

FOR THE UNION

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Robert J Costagliola  
Vice President - Labor Relations

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Thomas J. Schaaff  
IBEW

Date: November 30, 2006

Date: November 30, 2006

**MEMORANDUM OF AGREEMENT**

**Frontier Communications of New York**

**-and-**

**International Brotherhood of Electrical Workers**

**Memorandum of Agreement on Staffing of the Work at Home Program and the Revised Call Center Performance Plan**

This Memorandum confirms the parties' agreement during 2006 collective bargaining negotiations to the following provisions concerning staffing of the Work at Home (WAH) Program and also the revised Call Center Performance Plan:

- a. The following Residential Sales and Service Consultants are designated for CCT treatment under the Work at Home article, Section 3A, Step 1, Eligibility item #3:

[names deleted]

2. All other Residential Sales and Service Consultants not listed above are eligible to participate in the Work at Home Program as provided in the Work at Home Article. Any employee who chooses to participate in the WAH Program will have a "clean slate" in regards to disciplinary status under the Call Center Performance Plan.

3. The following Business Sales and Service Consultants are designated for CCT treatment under the Work at Home article, Section 3A, Step 1, Eligibility item #3:

[names deleted]

4. All other Business Sales and Service Consultants not listed above are eligible to participate in the Work at Home Program as provided in the Work at Home

Article. Any employee who chooses to participate in the WAH Program will have a “clean slate” in regards to disciplinary status under the Call Center Performance Plan.

5. Standards of performance for Availability, Calls per Hour, Revenue per Call, and Average Handle Time will be established by the Company once per year for the purpose of coaching and discipline under the Call Center Performance Plan, subject to any further changes during the year which may be made by mutual agreement.
6. Prior to implementing these yearly changes, the Company must provide the Union with thirty (30) days’ notice of the changes and afford the Union the opportunity to meet and discuss them.
7. The Union may call for meetings no more than quarterly to discuss any issues surrounding the changes to the Plan.

FOR THE COMPANY

FOR THE UNION

---

Robert J Costagliola  
Vice President - Labor Relations

---

Thomas J. Schaaff  
IBEW

Date: November 30, 2006

Date: November 30, 2006

**MEMORANDUM OF AGREEMENT**

**Frontier Communications of New York**

**-and-**

**International Brotherhood of Electrical Workers**

Upgrade of Cashier II Classification

This will confirm the parties' agreement to change the Cashier II title to Retail Service and Sales Consultant, and to place this new classification on Schedule E.

FOR THE COMPANY

FOR THE UNION

---

Robert J Costagliola  
Vice President - Labor Relations

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Thomas J. Schaaff  
IBEW

Date: November 30, 2006

Date: November 30, 2006

**MEMORANDUM OF AGREEMENT**

**Frontier Communications of New York**

**-and-**

**International Brotherhood of Electrical Workers**

**Memorandum of Agreement Concerning Time Off Selection Trial**

**This Memorandum confirms the parties' agreement during 2010 collective bargaining negotiations to conduct the following trial:**

**Trial for the Selection of Time Off**

**Unless the Company and the Union (as defined in Article 3.29) agree otherwise with respect to individual vacation selection work groups, the selection process for time off in 2011 and 2012 will be as follows:**

- 1) The Company will have ready for circulation a calendar showing available time off by the day after Labor Day of the year before the time off is to be taken. (Not applicable for 2011 time off)**
- 2) The Company and the Union will work collaboratively and be jointly responsible to assure that all vacation selections are made within 90 days of ratification of the 2010 Agreement (for time off in 2012, by December 31, 2011).**
- 3) This trial process will be undertaken so as to have a minimal impact on employee productivity.**
- 4) First routing: selection of full weeks**
- 5) Second routing: remaining full weeks and single days**
- 6) Third routing: floating holidays/excused work day (if applicable)**
- 7) Once the routing is completed, the vacation book will be opened up for selections on a first come, first served basis.**

**FOR THE COMPANY**

**FOR THE UNION**

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**Robert J Costagliola  
Senior Vice President - Labor Relations**

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**Gilbert J. Heim  
Assistant Business Manager, IBEW**

**Date: November 16, 2010**

**Date: November 16, 2010**

**MEMORANDUM OF AGREEMENT**

**Frontier Communications of New York**

**-and-**

**International Brotherhood of Electrical Workers**

**Collections Tier 1 & 2 Work at Home Pilot Program**

This Memorandum confirms the parties' agreement during 2010 contract negotiations that the Company will launch a Work at Home pilot program for Collection Center employees located in the Middletown, NY Collections Center by June 30, 2011.

1. Article 31.01 will apply, with the exception that employees would stay in their current classification and rate schedule (and progression, if applicable).
2. The Company will determine who and how many Collections Consultants (which includes employees who held the Collections Consultant title in the last 5 years) will participate in the pilot program. Placement in the program is not a guarantee that an employee will remain in the program.
3. Mileage incurred for Company-directed travel to and from a Company or non-Company location will be reimbursed at fifty percent (50%) of the IRS rate.
4. Except as provided above, the Work at Home provisions, Articles 31.02 through 31.14, will apply.

**FOR THE COMPANY**

**FOR THE UNION**

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

\_\_\_\_\_  
Gilbert J. Heim  
Assistant Business Manager, IBEW

Date: November 16, 2010

Date: November 16, 2010

**MEMORANDUM OF AGREEMENT**

**Frontier Communications of New York**

**-and-**

**International Brotherhood of Electrical Workers, Local 363**

**This Memorandum will confirm that the following items were agreed to in 2010 contract negotiations:**

- 1. Customer Specialist will be placed on Schedule B**
- 2. Facilities Assigner/Cutter will be upgraded to Schedule F-1 (create F-1 by adding 30 cents to Schedule E on page 63 at each step)**
- 3. Upgrade Lineperson to Communications Technician (Lineperson), Schedule J**
- 4. Move Dispatch Clerk to Schedule E on page 63 (adds 24 cents to current Dispatch Clerk base wage rate before applying 2010 GWI)**
- 5. Employees hired before October 22, 2010 will be paid according to Schedule E when they occupy any of the following titles: Repair Clerk, 911 Representative, Directory Clerk, and Capital Construction Clerk. Employees hired on or after October 22, 2010 will be paid according to Schedule C when they occupy any of the following titles: Repair Clerk, 911 Representative, Directory Clerk, and Capital Construction Clerk.**

**FOR THE COMPANY**

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

**Date: November 16, 2010**

**FOR THE UNION**

\_\_\_\_\_  
**Gilbert J. Heim**  
**Assistant Business Manager, IBEW**

**Date: November 16, 2010**



**MEMORANDUM OF AGREEMENT**

**Frontier Communications of New York**

**-and-**

**International Brotherhood of Electrical Workers, Local 363**

**Work at Home Postings for Johnstown Area**

This Memorandum of Agreement will confirm that the Company will post a minimum of twelve (12) Work at Home positions for the Johnstown area during the term of the 2010 Agreement. These positions will be subject to the terms of the Bi-Lingual MOA with regard to matters covered by that MOA, except that the 35-hour limit in that MOA for Section 3.04 (page 2) shall be 24 hours instead.

This MOA terminates upon expiration of the 2010 Agreement unless renewed in writing and signed by the authorized representatives of the parties.

**FOR THE COMPANY**

**FOR THE UNION**

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

\_\_\_\_\_  
**Gilbert J. Heim**  
**Assistant Business Manager, IBEW**

**Date: November 16, 2010**

**Date: November 16, 2010**

**MEMORANDUM OF AGREEMENT**

**Frontier Communications of New York**

**-and-**

**International Brotherhood of Electrical Workers, Local 363**

**Work at Home for Customer Specialists**

**This Memorandum of Agreement will confirm that Customer Specialists will be offered the opportunity to Work at Home during the first Quarter of 2011. The applicable provisions of Article 31 will apply except that employees will stay in their current classification and rate schedule (and progression, if applicable).**

**FOR THE COMPANY**

**FOR THE UNION**

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**Robert J Costagliola  
Senior Vice President - Labor Relations**

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**Gilbert J. Heim  
Assistant Business Manager, IBEW**

**Date: November 16, 2010**

**Date: November 16, 2010**

MEMORANDUM OF AGREEMENT ("MOA")

Between

CITIZENS COMMUNICATIONS COMPANY OF NEW YORK, INC. ("Company")

- and -

*INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 363*  
*("Union ")*

Establishment of an IBEW 363-Represented Bi-lingual Call Center Team in  
Middletown, NY

The Company and Union agree to the proposal set forth below:

Frontier's plan is to recruit the equivalent of 15 full-time bilingual Call Center employees (in a mix of full-time and part-time employees) - please note, however, that the actual number of employees who will be hired or staff the group cannot be guaranteed.

1. Location of Group

- Middletown, NY

2. Wage Rate

- Wage Rates will be governed by Article 15, Section 15.10 (the Tier 2 Wage Table under (8) will apply.)
- Classification Name: Sales and Service Specialist (Bi-lingual)
- Unless provided otherwise herein, the provisions of Article 15, Section 15.10 shall apply to these Sales and Service Specialists.

3. All other Applicable Contract Provisions Apply except as follows:

- Article 8.04 notwithstanding, there will be no premium pay for working on Sundays (i.e., an employee's straight time rate will apply) unless the employee qualifies for overtime pay under Article 7.
- Article 9.01 notwithstanding, the Day after Thanksgiving is not a Holiday Employees will receive an additional Floating Holiday in place of the Day after Thanksgiving,
- It is agreed that this group may be staffed with part-time employees and that for these employees only, Article 3.14 shall be amended as follows, but the

following changes are for employees in the Sales and Service Specialist (Bilingual) classification only:

3.04 PART-TIME EMPLOYEES are employees engaged to perform work wherein there is no regular 40-hour weekly schedule of work. However, part-time Sales and Service Specialists (Bi-lingual) will not be scheduled for more than 35 hours per week and any overtime will be worked on an incidental basis only and overtime will not be worked on a regular or recurring basis so as to effectively convert these part-time employees to full-time status. Employees so classified have indicated without limitation, their availability to work any hours during the week. Part-time employees who have completed their probationary period and have been accepted by the Company at the end of the probationary period are eligible for prorated holidays, vacations, ~~excused day~~, bereavement, and statutory benefits ~~and pension~~. Also included are differential pay, premium pay for working a holiday, applicable meals, and overtime after eight (8) hours, ~~applicable medical insurance, dental insurance and life insurance. In addition.~~ They will not be eligible for a termination allowance under Article 12 or covered under the Voluntary Separation Plans (VSP). Except for statutory benefits and employee discounts, there is no eligibility for any Benefits under Article 27. including but not limited to disability pay under Article 27.02. Seniority rights for part-time employees shall only be exercised among part-time employees except for the purpose of job bidding and vacation selection, where part-time employees may exercise seniority among all employees.

**FOR THE COMPANY:**

**FOR THE UNION:**

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

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**Gilbert J. Heim**  
Local 363, International Brotherhood  
Of Electrical Workers, AFL-CIO  
Dated: March 13, 2010

Dated: March 12, 2010

November 27, 2006

## **Call Center Performance Plan**

**In order to monitor performance levels for all Sales and Service Consultants in on line positions and all Work at Home Agents, the following measurements shall be reviewed on a monthly basis:**

- 1. Revenue/call (RPC)**
- 2. Calls/hour (CPH)**
- 3. Percent (%) Availability (PA)**
- 4. Average Handling Time (AHT)**

**Employees are expected to maintain threshold standards of performance for all categories every month. The measurements will be reviewed with the employees on a monthly basis and employees who fall below any of the threshold goals will be coached on how to improve their performance. In addition, employees are expected to follow all other instructions on top down selling, how to offer, offering on every call, how to transition, etc. Repeated failures on Supervisory Observations will ultimately result in disciplinary action.**

**An employee who repeatedly fails to achieve threshold levels of performance on any of the measurements which will be defined as their failing to achieve threshold performance levels for:**

- 1. two (2) consecutive months in RPC and 2 of the following – CPH, PA, and AHT, or**
- 2. any three (3) months out of four (4) consecutive months in RPC and 2 of the following – CPH, PA, and AHT;**

**will be given a written warning regarding his or her performance and may be provided with concentrated training and coaching (CTC). The length of time an employee will spend in CTC (i.e. 60 or 90 days) will be based on the employee's level of performance. The intent of CTC is to provide additional training and coaching to an employee so that he or she can be successful in his or her job. However, an employee's failure to meet and maintain the performance standards established by the Company may result in further disciplinary action being taken against the employee.**

**While in CTC, an employee will have his or her results reviewed on a weekly basis and will have a formal session with his or her coach at every thirty days.**

**An employee who does not achieve satisfactory performance under the terms of this Plan while in CTC, may receive additional, disciplinary action after being placed in CTC, as follows:**

- 1st month below standard – coaching and a written warning**
- 2nd month below standard – 1 – 3 day suspension**

- 3rd month below standard – 5 day suspension
- 4th month below standard – termination

Should an employee be removed from CTC and thereafter slips again below any of the threshold goals, the employee may be disciplined in accordance with the following schedule;

- 1<sup>st</sup> month below standard – coaching with a written warning
- 2<sup>nd</sup> month below standard – suspension (1-3 days)
- 3<sup>rd</sup> month below standard – termination

Should an employee maintain threshold standard for 6 consecutive months and thereafter slip below any of the threshold goals again, he or she may be disciplined in accordance with the following schedule:

- 1st month below standard – coaching with a warning
- 2nd month below standard – next level of discipline on the above schedule

An employee who achieves satisfactory performance under the terms of this Plan for 12 consecutive months will be removed from treatment under the terms of this Plan and will have a clean record for purposes of any further treatment under this Plan.

This Plan replaces the 2003 Residential Call Center Performance Plan and applies to both Residential and Business Work at Home Agents and Sales and Service Consultants.

**FOR THE COMPANY**

**FOR THE UNION**

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**Robert J Costagliola**  
**Vice President - Labor Relations**

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**Thomas J. Schaaff**  
**IBEW**

Date: November 27, 2006

Date: November 27, 2006

**MEMORANDUM OF AGREEMENT**

**Frontier Communication of New York**

**-and-**

**International Brotherhood of Electrical Workers, Local 363**

**Creation of Facilities Assigner Classification**

**This Memorandum of Agreement will confirm that the Company and the Union have agreed to the creation of the new job classification of Facilities Assigner, as follows:**

1. The new Facilities Assigner title will perform all facilities assignment function and will be placed on Wage Schedule D (as shown on the attachment).
2. The existing Facilities Assigner/Cutter position will remain on Schedule F-1. This job classification will continue to handle cut sheets for engineering work orders and the provisions of Centrex and special circuit orders in addition to all facilities assignment functions.

**FOR THE COMPANY**

**FOR THE UNION**

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

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**Gilbert J. Heim**  
**Assistant Business Manager, IBEW**

**Date: March \_\_, 2011**

**Date: March \_\_, 2011**

## Notes