



**2015 COLLECTIVE  
BARGAINING AGREEMENT**

BETWEEN

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

AND

**COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO  
(CWA LOCALS 1111 & 1122)**

EFFECTIVE JULY 1, 2015 to JUNE 30, 2018

# **ARTICLES OF AGREEMENT**

between

**CITIZENS TELECOMMUNICATIONS COMPANY OF NEW YORK,**

and

**COMMUNICATIONS WORKERS OF AMERICA**

**AFL-CIO, & ITS LOCALS 1111 & 1122**

**Effective July 1, 2015 through June 30, 2018**

## **AGREEMENT**

This Agreement is made by and between Citizens Telecommunications Company of New York, its successors or assigns, by consolidation, merger, sale or transfer, hereinafter called the Company and Communication Workers of America 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 which 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**

- 1.01 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 in the following exchanges: Alfred/Fillmore, Dryden, Cato, Dundee, Sanborn, Corfu, and Darien in the classifications indicated in Appendix A, excluding all supervisory personnel; professional employees, including engineers; departmental secretaries and clerks performing confidential duties for the Employer, and guards.

### **NONDISCRIMINATION**

- 1.02 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, sex, membership or non-membership in the union, non-disqualifying physical or mental disability, status as a disabled and/or Vietnam Era veteran, or marital status.

## **ARTICLE 2**

### **DEDUCTION OF UNION DUES**

- 2.01 The Company agrees to make biweekly deductions of Union dues, and a one time deduction of initiation fees, (not including fines or special assessments) for any employee submitting a signed payroll deduction authorization form to the Company and to pay over to the Union monthly the total amount thus deducted for all such employees by means of electronic banking and send the employee registers once a month to the local 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 **EMPLOYEE** as used in this Agreement refers to the employees, male or female, directly concerned.
- 3.02 **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.
- 3.03 **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, vacations, statutory benefits, education & life long learning and 401K. Also included are differential pay, premium pay, applicable meals, overtime after eight (8) hours. In addition, they will be covered under the Voluntary Separation Plans (VSP), pro-rated based on hours worked during the most recent 12-month period. Seniority rights for part-time employees shall only be exercised among part-time employees. For the purpose of job bidding, part-time employees may exercise their seniority among all employees.
- 3.04 **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 period of 270 days.
- 3.04.1 With the exceptions of the wage schedule, overtime payments, holiday pay and relief periods, probationary employees shall have no other rights or privileges under the terms of the Agreement, during the first 30 days of employment.
- 3.04.2 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 grievance or arbitration procedure.
- 3.05 **TEMPORARY EMPLOYEE** is a person who is employed 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.
- 3.05.1 With the exception of wage schedule, overtime payments and relief periods, temporary employees shall have no other rights or privileges under the terms of this Agreement.
- 3.05.2 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.
- 3.05.3 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.
- 3.05.4 Temporary employees shall be required to become and remain a member of the CWA within 30 days of commencing employment in a bargaining unit position.
- 3.06 **SUPERVISOR** means any employee of the Company performing supervisory functions as defined and set forth in the Labor Management Relations Act of 1947.
- 3.07 **DAY** means the twenty-four (24) hour period between 12:01 a.m. and the succeeding midnight.
- 3.08 **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.
- 3.09 **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) consecutive days within a work week. Such scheduling shall constitute the normal work schedule and shall be known as the employee's scheduled work time except as amended in Article 5, Section 5.01.2.
- 3.10 **STRAIGHT-TIME RATE** means the employee's basic hourly rate including applicable premium or differential pay, if any.
- 3.11 **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.
- 3.12 **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.
- 3.13 **LAI D OFF** means release of an employee from active employment because of insufficient available work to continue the employee's services.
- 3.14 **LEAVE OF ABSENCE** is an excused absence from work in accordance with the terms of this Agreement.
- 3.15 **RESIGNED** refers to an employee who discontinues employment with the Company by his own choice.
- 3.16 **DISCHARGED** refers to an employee who has been released by the Company for just cause and is not reinstated by the grievance procedure.
- 3.17 **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.

- 3.18 **UPGRADED** means an employee promoted to a job classification higher than that previously held.
- 3.19 **DOWNGRADED** means an employee transferred to a job classification lower than that previously held.
- 3.20 **TEMPORARY TRANSFER** refers to an employee who is transferred temporarily to another position or reporting center.
- 3.21 **REGULAR TRANSFER** refers to an employee who has been assigned **regularly** to a new position or reporting center.
- 3.22 **REPORTING CENTER** refers to the location, where at the start of the day's work an employee reports for work and/or further instructions.
- 3.23 **PREMIUM PAY** means an additional payment made on a daily basis for work actually performed on Sundays and Holidays.
- 3.24 **SERVICE DATE** is the employment anniversary date recognized in computing accredited service.
- 3.25 **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.
- 3.26 **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 Utilities Corporation 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, and jury duty and time lost due to military service or through service in the Armed Forces, or in a layoff status not to exceed twenty-four (24) months, and any additional excused absent time or leave of absence time 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.
- 3.26.1 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 Benefits Plan.
- 3.26.2 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 work week.
- 3.26.3 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.
- 3.27 **BRIDGING OF SERVICE** - With respect to reengaged employees with accredited service of 1,000 hours or more since re-engagement, their accredited service shall be increased to include all previous periods of six (6) months or more of full-time employment with the Company.
- 3.28 **USE OF MALE GENDER** -Through this Agreement, the use of masculine pronouns shall be construed as including both genders and

not as sex limitations.

- 3.29 **BARGAINING UNIT** - Anytime the words "Bargaining Unit" are used, it shall be interpreted to mean the separate bargaining units of Alfred/Fillmore, Sanborn/Corfu and Darien, Dryden, Cato and Dundee as they existed on the signature date of this contract.
- 3.30 **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.
- 3.31 **BARGAINING UNIT SENIORITY** - means the length of service in any reciprocal bargaining unit as shown in Company and Union records. Part-time employee's seniority will be calculated on a prorated basis. Transfer to any other bargaining unit party to this Agreement, does not constitute a break in continuous service in the original bargaining unit.

## ARTICLE 4

### TRANSFERS AND PROMOTIONS

- 4.01 The Company may, in 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 will seek volunteers and then shall transfer employees in accord with seniority, all relevant factors remaining substantially equal.
- 4.02 In order to avoid disruption of established 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. 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 (and the job function within the job class if applicable), location, hours of work, job duties and minimum qualifications pertaining to the job. Effective January 1, 1993, the Company may use tests to assist in the determination of the employee's 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. 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 posting 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, may be



considered to have filed an application for the job. A copy of such notice will be furnished to the Union.

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) days after the job has been awarded.

4.03.3 In the filling of any job vacancy, and before hiring a new employee, the Company shall give first consideration to regular 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 fill vacancies in the following sequence:

- A. Employees in the same bargaining unit who are either in a layoff status or who have been displaced from that job classification. Employees who have been involuntarily transferred in order to avoid a layoff shall be considered displaced in accordance with this section.
- B. Employees within the same classification, within the same reporting center, who verbally request a transfer provided that the work functions are not essentially the same.
- C. Employees within the same classification within the same bargaining unit who have a written transfer request on file.

4.03.4 All vacancies not filled in accordance with Section 4.03.3 above will be posted and filled in the following sequence:

- A. 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.
- B. Employees in the same bargaining unit.
- C. Employees in any unit party to this Agreement.
- D. Employees in any unit.
- E. Hire from outside the Company

4.03.5 Any employee who bids laterally 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, the best qualified bidding employee shall be offered the position. When the qualifications of bidding employees are substantially equal,

- seniority shall prevail.
- 4.03.6 Before considering candidates for the position of NOC Technician from outside the Company, the Company shall first consider employees covered by this Agreement.
- 4.04 The right to select employees for positions of supervisory, professional or confidential nature, which positions are excluded from this Agreement, is reserved to 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, 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 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 4.05 above, will be returned to their former position and all other affected employees will be returned to their former position.
- 4.05.2 If a vacancy does not already exist in their previous position, the employee will remain in their present position until another employee is awarded the job from the original bid to replace this position.
- 4.06 When an employee is involuntarily assigned in accordance with his seniority to a different primary 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 a 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. 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 schedule 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 will be paid for by the Company (not to exceed \$5,000) after a requisition has been processed.

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

- A. Packing, Unpacking, Cartage and Storage of Household Furnishings: The employee must make all arrangements for these services. The

- employee must assume the expense of moving pets, plants, lumber, bricks, automobiles, boats, trailers and other articles not considered household goods or personal effects.
- B. 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 due to 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 employees. Employees who choose to move their own household goods or any part of them, do so at their 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, 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 WORK WEEK** - The calendar work 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.

5.01.2 **FORMALLY SCHEDULED WORK WEEK** - The formally scheduled work week may and usually does consist of five (5) consecutive formal tours of duty on any of the seven (7) calendar days. Two employees per work group may be scheduled to work a non-consecutive work tour. (For CWA 1122 one employee may be scheduled to work a non-consecutive work tour.)

#### **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.

C. The employee's tour indicating the starting and quitting times and the normal lunch period.

5.02.2 **SCHEDULE POSTING** - 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 4:00 p.m. Friday of the preceding week.

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 4:00 p.m. Friday of the immediately preceding calendar work week, 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 in collect to find out their work assignment and tour 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 telephone service to the public.

5.02.4 All part-time employees may be formally scheduled on any day for the actual number of hours for which work performance is required; not, however, to exceed eight (8) hours.

5.02.5 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.

5.02.6 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 which 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 The normal work tour will begin no earlier than 6:00 a.m. and end no later than 9:00 p.m. with a lunch period near the midpoint of the tour. Each session will contain one (1) fifteen (15) minute break. Tours involving Saturday and/or Sunday will end at 5:00 p.m., all others will end no later than 9:00 p.m. This does not preclude the Company from exercising its rights under Article 16 should service requirements, including the competitive needs of the business, necessitate such action. For CWA 1122 – The normal work tour will be 8:00 a.m. to 4:30 p.m. with a ½

hour meal period near the midpoint of the tour. However, it is understood that the Company will assign other tours to the extent that the business requires it.

- 5.04 When tours are scheduled to include a Sunday, they will be assigned to the most senior qualified employee(s) in the work group requesting such a schedule. If no employee requests such a schedule, the least senior qualified employee(s) in the work group will be assigned such scheduled Sunday through Thursday work week(s).

## 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 for, 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.
- 6.01.1 There shall be a maximum of four (4) days excused absence for the death of an employee's spouse, child (including stepchild and adopted child), 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, stepbrother, stepsister, stepparents, 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, uncle, or grandchildren subject to the same conditions as stated in Section 6.01.1 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 cancelled 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 **EXCUSED DAYS** - Employees on the payroll as of January 1, 1993, 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.

6.03 **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.

6.03.1 In the case of those employees scheduled to work tours other than 8:00 a.m. to 4:30 p.m., who are summoned for jury duty, the Company will reschedule those employees to 8:00 a.m. to 4:30 p.m. tours during the weeks of jury duty, provided the employees notify the Company of their summons for jury duty by Wednesday of the week preceding their reporting for jury duty. In the event employees are not notified by the appropriate officials prior to Wednesday of the preceding week, short notice to the Company will be accepted. However, no overtime will be paid those employees as a result of the schedule change.

6.04 **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.

6.04.1 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 to act as witnesses for third parties, 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.

6.05 **EXCUSED LEAVE** - The Company agrees to excuse without pay from Company duty, Union officers or stewards whose services are required for Union work upon request of the Union made in writing at least forty-eight (48) hours in advance; provided, however, that releases of this nature will not exceed thirty (30) working days per calendar year. Permission will not be unreasonably withheld by the Company providing such absences do not impair the efficient operation of the Company.

6.06 **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.

6.06.1 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.

6.06.2 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 ten (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.

6.06.3 Hazardous duty pay will be the only exception to 6.06.2 above.

## **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, overtime opportunities for employees in the same position and reporting center.
- 7.03 Overtime is:
- 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.
- 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 applicable rate.
- 7.03.5 When telephone service requirements, including the competitive needs of the business, 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 eighteen (18) hours or more notice 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 ends when the employee returns home.
  - 7.04.3 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 was made by the supervisor or with supervisory approval.
- 7.05 All paid time not worked except sick and travel 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 or 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 classification.

## **ARTICLE 8**

### **DIFFERENTIAL AND PREMIUM PAYMENTS**

- 8.01 Employees working a regular eight (8) hour tour will be paid a one dollar and ten cent (\$1.10) hourly differential for those hours actually worked between 8:00 p.m. and 7:00 a.m.
- 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 specifically assigned to perform supervisory functions as a temporary measure shall receive the basic rate of pay plus a differential of one dollar and 10 cents (\$1.10) per hour for each hour so worked.
- 8.04 All work performed on a Sunday which is the result of a call-in, shall be paid at time and one-half. The scheduled Sunday slot in Dryden is grandfathered at double time for Sunday. Scheduled Sunday work shall be paid at time and one-half.
- 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.
- 8.04.2 Travel time to school shall not be included as part of the forty (40) hour workweek for overtime purposes.

## **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:

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

\* Should an employee have a need to use floating holidays in less than full day increments (e.g., in one hour 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 of 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 January 1 through February 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 August 31

One floating holiday if hired from September 1 through October 31

No floating holidays if hired after October 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, if on any of these days he was regularly scheduled to work.

9.03 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. If the holiday falls on a non-scheduled day, the preceding or following day shall be the holiday for that employee, whichever is applicable.

9.03.1 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.

9.04 When it is desirable because of operating requirements a regular employee is required to work on a holiday, the employee may receive holiday allowance (eight hours at the basic hourly rate) and holiday premium (eight hours at the double time 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. 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. Employees required to work on a holiday will receive holiday allowance (8 hours at the basic hourly rate) and a holiday premium of double time for all hours worked. 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.

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.

9.05 When a holiday falls within the employee's vacation period, that employee may exercise one of the following options.

- A. He may pre-select the Friday before or the Monday after, provided it is open and does not exceed the number of hours so designated under the vacation practice.
  - B. He may receive his normal vacation pay plus eight (8) hours holiday allowance at the normal basic rate.
  - C. He may take that day at a date mutually agreed on with his supervisor within the calendar year.
- 9.06 Holidays shall not be carried over into the subsequent year and should be scheduled by September 1.

## **ARTICLE 10**

### **VACATIONS**

- 10.01 Regular employees shall be granted time off at the current basic rate in each calendar year in accordance with the following:
- 10.01.1 Length of vacations for regular employees with service dates after July 26, 1981:
- 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.
- 10.02 Insofar as service requirements, including the competitive needs of the business, permit, vacations may be taken at any time during the calendar year with as many vacation periods being made available during the desirable periods of the year as is consistent with service requirements, including the competitive needs of the business.
- 10.03 No later than March 31, the Company will make available a vacation schedule showing the available periods within which vacations may be taken and the number of vacations available each period. Employees shall select their vacation in accordance with seniority within thirty (30) days following the posting of the schedule. In the event that a selection is not made within thirty (30) days, the Company shall assign the vacation period to the employee as its operating schedule permits.

- 10.03.1 The Company will allow three (3) weeks split vacation for employees who have two (2) weeks or more of vacation. Such single days will not be allowed to count towards waiting periods for sickness disability.
- 10.04 Except as otherwise provided herein, there shall be no pay in lieu of vacation except at the discretion of the Company and vacations shall not be allowed to accumulate, but must be taken each year in accordance with the provisions of this Article.
- 10.05 Holiday during Vacation Period: If a holiday as prescribed in Article 9 falls within a vacation period of any employee, the Company, at the employee's option, shall either pay the employee holiday pay for such day in accordance with said Article or shall grant him an extra day of paid vacation to be taken at a mutually agreeable time, but not both.
- 10.06 An employee who returns to work after having been absent because of sickness during the period in which he would normally have taken his vacation will have his vacation rescheduled to be taken at a time determined by the Company.
- 10.07 If an employee is terminated for any reason, such employee will be paid for any vacation which they have not already taken.
- 10.08 Employees eligible for two (2) or more weeks of vacation may request to carry forward part of their vacation (up to one (1) week for employees with two (2) to four (4) weeks; up to two (2) weeks for employees with five (5) weeks). Such request shall be considered in light of the employee's need for such carry forward and the operating needs of the Company. Any time approved for carry forward shall be scheduled in accordance with the procedures of this Article in the following year.
- 10.09 Beginning in calendar year 2012, the carry-over of unused vacation will not be permitted, except in the following instances:
- a.) 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.
  - b.) Where immediately prior to the start of a scheduled vacation, an employee is temporarily off duty because of illness, injury, or jury duty and there is no available vacation time remaining during which the employee can reschedule the previously scheduled vacation before the end of the calendar year.
  - c.) An employee requests and is approved, at the Company's sole discretion, 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, years of employment while in any reciprocal bargaining unit (the only reciprocal bargaining units are between Frontier employees CWA Locals 1111 and 1122). 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 date of two (2) or more employees is identical, the employee with the earliest dated application form will have seniority. If and when the application dates are identical, the employee with the lowest social security number will be considered the senior employee.
- 11.03 Bridging: An employee who transfers between bargaining units party to this Agreement 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.
- 11.03.1 An employee will continue to accumulate seniority during his thirty-six (36) month period in his originating bargaining unit as long as he remains a union member of a unit party to this agreement and can exercise his seniority in their previous 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 count towards as seniority.
- 11.05 All seniority will be lost and never be bridged when an employee is discharged for cause.
- 11.06 An employee who is terminated due to the expiration of his 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 on his layoff date when he becomes a regular employee and time spent on recall list but not in excess of twenty-four (24) months.
- 11.07 An employee who is terminated due to the expiration of his Company-paid Sickness & Accident benefits as provided in the Sickness & Accident Disability Plan who is subsequently re-engaged shall be given credit for all previous seniority as credited to him on his termination date when he becomes a regular employee.

- 11.08 The Company agrees to furnish the Union a list of employees in the bargaining unit 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's records.
- 11.09 Unless the Union notifies the Company in writing to the contrary an employees seniority (used for bumping, bidding, layoff and vacation selection purposes) shall be the same date as the accredited service date used for benefit purposes.

## 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 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.
- Alfred/Fillmore, Dryden, Cato, Dundee, Sanborn, Corfu, and Darien
- 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 in a lump sum at termination. Such employee will be entitled to six (6) 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 12.02 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 Sales & Service 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 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, notified that he is to be laid off, who makes a request to replace any other less senior employee in the bargaining unit must be able to qualify in no longer than ninety (90) calendar 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 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 or like 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 than 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 employee without just and lawful cause to report for work within ten (10) calendar days after his acceptance of the job offered by Company.
- 12.09.4 The employee accepts 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 eight (8) days to submit names of employees eligible and willing to accept job openings.
- 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 work week shall consist of forty (40) hours to be performed in five (5) days, eight (8) or less 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:
- one (1) week's pay for each of the first ten (10) years of accredited service
  - two (2) week's pay for each of the next five (5) years of accredited service
  - three (3) week's pay for each year of accredited service beyond fifteen (15) years of accredited service
  - 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 \$2,200 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 form a joint Safety Committee. This committee will consist of two (2) representatives for Local 1111 and one (1) representative for Local 1122 from labor and two (2) representatives from management. The Region Safety 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 of performing 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 Region Safety Coordinator.
- 13.03 The Company shall furnish all tools, raincoats, boots, and 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. Wherever the wearing of work gloves is mandatory by Company rule or instruction, such gloves as needed shall be furnished by the Company.
- 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.
- 13.09 Transportation for Employees:
- 13.09.1 When the Company determines a condition exists which 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 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 2 of the Article, with the exception of the Stock Plan as required by the Plan Prospectus. An employee on an authorized absence without pay of less than thirty (30) days 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 2 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** - If an employee decides to continue coverage, 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:**
- 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.
  - An employee who is on a leave of absence must notify the Human Resources Department of their intent to return to work at least ten (10) working days prior to the date the leave expires.
  - 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.

- 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:

- The employee returns to active employment.
- The employee accepts employment with another company.
- The employee files for unemployment insurance without first advising the Company that he or she is ready to return to work.
- The time period for which the leave of absence was granted has expired.
- 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 leave 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 of a child or for the serious illness of a spouse, parent, child, or the employee, subject to the terms of this Article, the employee will be entitled to leave for up to 12 weeks in a 12 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 current provisions of the Family and 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 upon the employee's accredited service date.
- 15.03 It is recognized that changing conditions and circumstances may from time to time during the term of this Agreement require the establishment of new job classifications. Under such circumstances the Company will notify the Union of the new job title and will describe the job duties. Within 30 days of such notification, the parties shall meet to negotiate a wage rate for such job title. Failure to agree upon a wage rate shall not preclude the establishment, posting, or filling of such position. However, upon agreement of a wage rate, such rate shall be retroactive to the date the job was filled.
- 15.04 Payment of wages should be made weekly by Friday by check and shall include all wages due for the work week ending the second Saturday preceding payment. The Company and the Union agree that with sixty (60) calendar days prior notice to the Union, the Company can change from a weekly payment of wages to a biweekly payment of wages at any time during the duration of this Agreement.
- 15.05 The Company retains the right to increase the rate of pay of any employees during the life of this Agreement, in its sole discretion which 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 1,040 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, which 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 which 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.

## **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 just cause, to use improved methods or equipment, to determine work assignments and tours in accordance with past practice in each unit, to decide the number of employees needed at any particular time or place, to be the sole judge of the communications service rendered the public, to establish, determine and maintain standards of telephone service to the public; provided, however, that this section will not 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 Except as limited by the specific language of this contract, nothing else shall 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 which 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 making formal presentations to those employees.
- 16.03 Except as limited by specific language of this contract, nothing else shall limit the Company in the employment of such contract labor as in the discretion of the Company may become necessary for the proper construction, installation, removal and maintaining 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 maintaining of plant facilities which 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 purchase. Such contractors may, however, be used without regard for this elimination for

work performed in the classification of Storekeeper and Utility Custodian.

- 16.03.1 Employees on layoff, where there has been a reduction in a classification, who reject a Company offer of temporary employment within thirty (30) miles from the 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 will not eliminate the bar on the use of contractors within thirty (30) miles of the employees reporting center.
- 16.03.2 Employees who have been displaced, where 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.
- 16.04 Non-Performance of Craft Work by Non-union employees - Non union employees shall not perform work regularly performed by employees in the Bargaining Unit, except in the case of emergencies or in 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 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 arbitration will not be paid by the Company.
- 17.03.6 The Company agrees to pay for Union representatives for contract negotiations for up to five (5) people for up to five (5) days during which contract negotiations occur for CWA #1111 and for one CWA #1122 employee for up to 5 days.
- 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 sanction has been obtained from a responsible officer of the striking union for employees covered 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, Section 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 investigation 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**



## MILEAGE, 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 in accordance with IRS regulations for the use of his personal vehicle for the difference between what he incurs 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 receive the total meal allowance plus tolls for each day so assigned.
  - C. Travel in a Company vehicle and receive 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 be reimbursed in accordance with IRS regulations and tolls.
  - C. Travel in a Company vehicle and receive 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 in 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 work week 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 thirty (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 (2) consecutive weeks to a temporary reporting center that is beyond fifty (50) miles from his normal reporting center.
- 18.01.9 The Company will not normally send an employee on an out-of-

- town assignment and back-fill such employee with a contractor.
- 18.01.10 Except as provided in Article 18.01.6, the Company will not pay for driving time in a Company vehicle prior to a schedule work shift while an employee is enroute from his home to a temporary reporting center or return.
- 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. Under no circumstances will the Company be expected or called upon to pay to an employee any amount greater than the meal allowance as provided in Section 8 of this Article. All lodging expense 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. 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 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 nonscheduled day one (1) hour or more prior to his normal starting time, will be entitled to a meal. 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 The type of meal to be furnished or the type meal expense to be reimbursed will be determined by:
- 18.06.1 The meal that is customarily eaten at that particular time of day in question.
- 18.06.2 The circumstances involved in the actual call-out or continuation

of work.

- 18.07 All employees are required to provide their own lunches unless they are receiving board and lodging as set forth in Section 18.08 below.
- 18.08 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. The maximum meal allowances are as follows:

<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
<u>\$4.50</u>	<u>\$6.50</u>	<u>\$14.00</u>

- 18.09 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 which would 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 If the Company disciplines, discharges or demotes any regular employee for just cause, and the Union claims that such action has been taken without just cause, such claim shall be reviewed in accord with the grievance and arbitration procedure as outlined herein.
- 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 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.
- 20.06 When discharge or disciplinary action is taken, the Union Representative will be allowed to be present if requested by the employee.

## **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 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 and shall suffer no loss in pay.
- 21.03 The costs for all employees required to drive Company vehicles that require special operating licenses, physical, or compliance testing will be borne by the Company.

## **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/her 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. The second-level supervisor and immediate supervisor will meet with the Union Representative within five (5) working days; the grievant, at the Union's request may attend this meeting. The second-level supervisor will prepare a response to the Union Representative who processed the grievance within 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, the Union will request a second-step meeting and explain why the first-step response is unsatisfactory within ten (10) working days after the receipt of the first step response. The third-level supervisor and/or his/her authorized representative will meet with The Union Representative(s) within five (5) working days; the grievant at the Union's request may also attend this meeting. The third-level supervisor will prepare a written response and return it to the Union Representative who initiated the second-step meeting within five (5) working days after the second-step meeting.

## **STEP THREE**

If the grievance is not settled as a result of the second-step meeting and written response, the Union may appeal to the Director-Human Resources within ten (10) working days. The Director-Human Resources and/or his/her authorized representatives will meet with Union Representatives within five (5) working days; the grievant may at the Union's request also attend this meeting. The Director-Human Resources will respond in writing to the appropriate Union Representative within five (5) working days following the third-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 which 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 third-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 permission of his immediate supervisor. Permission shall not unreasonably be withheld. The Union pledges that there will be no abuse of this privilege.

## **ARTICLE 23**

## ARBITRATION

- 23.01 If the grievance cannot be settled via the grievance 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 Three 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 Federal Mediation and Conciliation Services (FMCS) 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 FMCS. 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 its 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.
- 25.02 Lodging - Employees attending Company sponsored schools will be provided, where 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 \$30.00 per diem.
- 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 is a reimbursable item.
- 25.05 Transportation -The employee's immediate supervisor shall make arrangements to provide the employee(s) 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 in accordance with IRS regulations. The employee will not be reimbursed for any other vehicle expense except for tolls. Mileage to be compensated will be 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. 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.
- C) Reasonable travel for meals or other personal matters (generally within ten (10) miles)

25.05.3 Travel by Air - Airline reservations will be made by and billed to the Company. The employee will be reimbursed for actual economy class air fare and for actual round trip transportation expense between their home reporting center and the airport.

25.05.4 Travel by Automobile - In the event an employee chooses to drive to a company sponsored school, the employee shall be paid for driving at the applicable rate of pay. In no event will the employee be paid for more time than the reasonable amount of time normally required for the trip using the quickest mode of transportation.

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 at the applicable 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 OR NEW YORK STATE LAWS**

26.01 In the event that any Federal or New York 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**

### **PENSION AND BENEFIT/WELFARE PLANS**

27.01 The pension plan and benefits levels in effect as of March 1, 1996, and the



benefits and contribution rates for retiree medical and retiree life in effect as of March 1, 1996, shall remain in effect for those employees who were hired prior to March 1, 1996 except as modified herein. For employees hired after March 1, 1996, the terms and conditions of the Citizens Pension Plan, Appendix 1-B, retiree medical plan if any, and retiree life insurance shall apply.

27.01.1 For employees who attain or who will 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 March 1, 1996 (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, including the lump sum of 1(b).

For employees 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 March 3, 1999 shall be credited in accordance with the terms and conditions of the Citizens Pension Plan, Appendix 1(b), including 1(b)'s lump sum option.

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 March 3, 1999. 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 March 3, 1999 as such time as they do elect to retire or, in lieu thereof, receive a lump sum payment of \$5,000.00. 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 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.

#### 27.01.2(a) 401(k) Savings Plan with Company Match

Employees hired before September 1, 2011, who have opted to participate in the 401(k) Savings Plan with Company Match (see 27.01.2(b) below), shall be eligible to participate in 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 September 1, 2011 shall be eligible to participate in the 401(k) Plan, with a Company match, in accordance with the terms of the 401(k) Plan and will not be eligible to participate in the defined benefit pension 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).

#### 27.01.2(b) One Time Election Option

Employees hired before September 1, 2011 and who have 25 years of service or less shall be afforded a one-time option during the fourth 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 27.01.2 above.

27.02 The Citizens Communications Medical Plan, including HMO options, Dental Plan, Vision Plan, Long Term Disability Plan, Employee Assistance Program, Flexible Spending Accounts Plan, Life Insurance Plan, and Savings Plan(s) in effect during the term of the 2011 Agreement as amended herein, shall be provided to all eligible employees in accordance with the terms of said plan(s). 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 change, additions, deletions, subtractions apply to a majority of Citizens

Communications employees covered under such plans. Modifications to the EPO plan design negotiated in 2011 are set forth in the Appendix to this Article.

27.02.1 The Company may not make a change in 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.

27.02.2 Should the Company, in the exercise of its rights under this Article: (1) increase any deductible or co-pay contribution by more than 25% in a calendar year; or (2) effect change that result in a substantial diminishment in the overall level of coverage's, 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 27.02.2 should result in a good faith impasse, the Union may take economic actions in accordance with applicable provisions of the National Labor Relations Act.

27.02.02.1 The parties agree that the copay for office visits under the Frontier EPO shall remain at \$40 through calendar year 2015.

27.02.02.2 The parties agree that the deductible under the Frontier EPO shall not increase for the calendar years 2012 and 2013.

27.02.3The 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.

27.02.4 Effective for calendar year 2015, 2016, 2017 and 2018 an employee's share of premiums for the medical plan that the employee elects will be 24% of the full premium. Effective calendar year 2011 and thereafter, for the dental plan the employee elects, an employee's share of the full premium will be 25%. Effective calendar years 2014 and thereafter, the employee's share of the premiums for the vision plan that the employee elects will be 50% of the full premium. Premium as used herein is the "premium equivalent" where coverage is through a self-insured plan. If requested by either party, the Company and the Union shall meet as necessary but not less than once each year, no later than July, to share and discuss information and concerns about the health and welfare plans, including discussions of any changes to such plans. Should the full premium for any plan 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.

27.02.04.1 Effective January 1, 2012, there shall be a Tobacco User's Premium equal to 10% of the premium cost of single coverage of the medical plan in which the employee enrolls, if the covered employee or covered spouse is a tobacco user.

27.02.05 The Company and the Union agree to meet for the purpose of collective bargaining only on the issue of a "Cadillac Tax" being implemented through the Affordable Care Act on the health care benefits covered under this agreement.

27.02.5 Should another company or jurisdiction acquire Citizens Telecommunications Company of New York, Inc. or another company acquire Citizens Communications Company, 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.

27.03 Regular employees shall receive sick leave with Short Term Disability ("STD") pay for up to the numbers of days they are sick or disabled and, as a consequence, are unable to work. For each occurrence, such leave shall be for the waiting period for coverage under the Company's Long Term Disability Plan. 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.

#### STD Duration and Pay Treatment; LTD

- a. 100% Pay: STD provides 100% of regular base pay for each work day from the first workday of absence because of an approved illness/disability through the 30<sup>th</sup> consecutive calendar day of that approved illness/disability.
- b. 75% Pay: work days of absence for approved illness/disability during the 31<sup>st</sup> through 90<sup>th</sup> consecutive calendar day are paid at 75% of regular base pay.
- c. 67% Pay: work days of absence for approved illness/disability during the 91<sup>st</sup> through 180<sup>th</sup> consecutive calendar day are paid at 67% of regular base pay.
- d. If an employee returns to work for a minimum of one (1) day and suffers a different illness/disability, a new 180 day STD period will be initiated;
- e. If an employee returns to work for a period of thirty (30) calendar days or

less and suffers a reoccurrence of the illness/disability from which he/she returned from work, it will be considered a continuation of the prior STD illness/disability period of absence;

- f. If an employee returns to work for a period of more than thirty (30) calendar days and suffers a reoccurrence of the illness/disability from which he/she returned from work, it will be considered a new illness/disability and a new 180 day STD period will be initiated.
- g. LTD: for work days of absence occurring on or after the 181<sup>st</sup> calendar day of consecutive absence, the employee may be eligible for benefits under the Company's Long Term Disability (LTD) plan. Application for LTD benefits should occur while an employee is receiving STD pay.

While receiving the benefits of the Long Term Disability Plan an individual shall continue to be covered by the Health, Dental, Vision and Life Insurance plans for the 29 months from the month in which the employee first began receiving Short Term Disability Pay. Such an individual shall also continue to accrue credited service for a period of 12 months under the Pension Plan while on Long Term Disability Plan benefits.

Other provisions 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. If the employee returns to work from a Sickness and Disability Leave and LTD in accordance with this Article 27 of more than 12 months, he/she shall be eligible to return to a comparable job, if one is vacant. If a comparable job is not available, the employee shall be placed on a recall list in accordance with Article 12 for up to 24 months.

- 27.03.1 The total benefits that an employee may receive for any one illness can be no greater than the benefits to which the employee is entitled in the calendar year in which he began sick leave benefits for that illness.
- 27.03.2 Disability benefits for pregnancy will be paid in accordance with the Sickness Disability Plan. An employee, while receiving sickness disability benefits for pregnancy will be guaranteed her former job, provided she returns while she is still on a paid status.
- 27.03.3 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.
- 27.03.4 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.
- 27.03.5 Medical expenses incurred due to sickness are the responsibility of the employee.

- 27.03.6 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, 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.
- 27.03.7 In compliance with the Workmen's Compensation Law, expenses necessary for the proper care and treatment of the employee will be paid by the Company's Workmen's Compensation carrier. All bills in connection with an on-the-job accident should be directed, by the attending physician, pharmacy, etc., to the Company's designated Workers' Compensation carrier/risk management group.
- 27.03.8 If an employee (first party) becomes disabled by injury caused by the negligence of a third party, e.g., 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.
- 27.03.9 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.
- 27.03.10 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.
- 27.03.11 Employees who will be absent from duty due to sickness must notify their immediate 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 involved in 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.
- 27.03.12 For the purposes of this Article, an employee's pay shall be based on the employee's 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 required by Federal or State Law to withhold if the payment were being made as compensation for services performed for the Company.

## **APPENDIX**

Changes and Additions to EPO Plan Design Negotiated in 2011-2015

Plan Features	2015 FTR EPO	2016 FTR EPO	2017 FTR EPO	2018 FTR EPO
Company Subsidy	76%	76%	76%	76%
Employee Cost Sharing	24%	24%	24%	24%
Annual OOP Max	<b>\$3500/\$7000 Only coinsurance applies</b>	<b>\$3500/\$7000 Only coinsurance applies</b>	<b>\$3500/\$7000 Only coinsurance applies</b>	<b>\$3500/\$7000 Only coinsurance applies</b>
In-Patient Hospital & Related Services	10% coinsurance	10% coinsurance	10% Coinsurance	10% Coinsurance
Out-Patient Surgery & Related Services	\$350 Copay-Surgery \$45 Copay - Facility	<b>10% Coinsurance</b>	10% Coinsurance	10% Coinsurance
<p>Various benefit limitations that are summarized in the <u>2015</u> Summary Plan Description will continue to apply for the duration of this contract.</p>				

**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 beginning with the thirtieth (30th) day following the day following the date of employment or the effective date of this Agreement, whichever is later.

**ARTICLE 29**

**WAGE INCENTIVE AND BONUSES**

29.01 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 an individual, they are permitted or directed by management to participate in Company sponsored programs and projects. The parties agree that all employees are expected to participate in sales and sales incentive plans and programs and may be required to participate during work hours. The Company will not discipline non-commissioned employees solely on the basis of their

sales results.

The development, design, size, frequency and/or administration of such sales incentive programs are wholly within the discretion of the Company and are not subject to the Grievance and Arbitration provisions of the Labor Agreement. However, if a dispute arises regarding the amount of merchandise, cash or other awards of value earned by participating employees in accordance with the provisions of a sales incentive plan, such disputes may be resolved through the Grievance and Arbitration procedures set forth in the Labor Agreement.

### **ARTICLE 30 PERFORMANCE RECOGNITION PLAN**

30.01 The Performance Recognition Plan is designed to encourage and recognize teamwork through supplemental compensation. It is intended to afford employees a greater role in the growth and success of the Company by encouraging and rewarding improved productivity and competitiveness.

30.02 The Performance Recognition Plan may include a variety of bonus components, with relative weighing as assigned by the Company. Bonus components may include the following:

- (a) Number of jobs completed within eight (8) hours
- (b) Take the Lead (Participation and Leads per tech)
- (c) Callout acceptance rate (100% participation across workforce)
- (d) Missed Commitments (10% reduction over previous year)
- (e) Repeat Reductions (15% reductions of repeats over previous year)

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 the employees. The Company is not, however, limited to using the components set forth above.

30.03 The payout range will be from 80% to 120%.

30.04 For ,2015, 2016, and 2017 the Company shall provide a bonus pool of 1.0% of the gross base wages for the employees in the bargaining unit as of the end of each plan year. All employees covered under this Agreement shall be eligible for payments in accordance with the plan. Such payments shall be payable in accordance with the plan no later than March 31 of the year following the year for which the bonus is payable.



30.05 For employees who are not on the payroll for a full calendar year, the bonus payment shall be prorated based on the number of full months the employee was employed in that year. (For example, an employee hired on June 15 will be eligible for a bonus pro-rated for 6 full months of employment – i.e., a 50% payout. Employees on disability for sixty (60) days or longer in a calendar year will have their payout similarly pro-rated.

Employees terminated for just cause will not be eligible for a payout.

30.06 For the life of the current Agreement, the Company will pay a certification differential to Sales and Service Technicians, as follows:

Certification

Comp TIA +	\$ 0.25 per hour
Network Plus	\$ 0.25 per hour
CCNA	\$ 0.50 per hour

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

ARTICLE 31


DURATION OF AGREEMENT

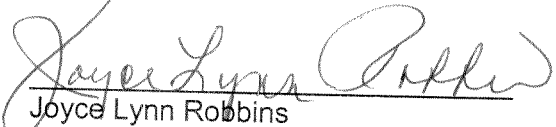
This Agreement is effective Wednesday, July 1, 2015 and shall remain in full force and effect until Saturday, June 30, 2018 and shall automatically continue in full force from year to year thereafter until terminated by written notice from either party to the other at least sixty (60) days prior to Monday, June 30, 2018.

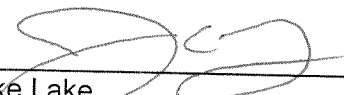
FOR THE COMPANY:

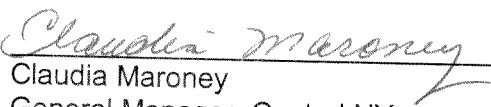
FOR COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO:


  
Peter Homes  
Director, Labor Relations

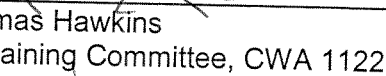
  
Erin Bowie  
Staff Representative, CWA District 1

  
Joyce Lynn Robbins  
Sr, Manager, Human Resources

  
Jake Lake  
President, CWA 1111

  
Claudia Maroney  
General Manager, Central NY


  
Carl Ernst  
Area Vice-President, CWA 1122

  
Thomas Hawkins  
Bargaining Committee, CWA 1122

  
Donald Lang  
Bargaining Committee, CWA 1111

  
Bruce Berg  
Bargaining Committee, CWA 1111

  
Bruce Sermonis  
Bargaining Committee, CWA 1111

  
Scott Brown  
Bargaining Committee, CWA 1111

Dated: July 23, 2015

Dated: July 23, 2015

APPENDIX A  
WAGE SCHEDULE

SALES AND SERVICE TECHNICIAN

	<b>Effective</b> <b><u>6/28/15</u></b>	<b>Effective</b> <b><u>7/03/16</u></b>	<b>Effective</b> <b><u>7/02/17</u></b>
Start	\$16.05	\$16.41	\$16.74
6 mos.	\$20.69	\$21.16	\$21.58
12 mos.	\$22.54	\$23.05	\$23.51
18 mos.	\$24.44	\$24.99	\$25.49
24 mos.	\$26.17	\$26.76	\$27.29
30 mos.	\$27.45	\$28.07	\$28.63
36 mos.	\$28.65	\$29.29	\$29.88
42 mos.	\$31.01	\$31.70	\$32.34
48 mos.	\$34.13	\$34.90	\$35.60

UTILITY CUSTODIAN

	<b>Effective</b> <b><u>6/28/15</u></b>	<b>Effective</b> <b><u>7/03/16</u></b>	<b>Effective</b> <b><u>7/02/17</u></b>
Start	\$15.36	\$15.71	\$16.02
6 mos.	\$16.13	\$16.50	\$16.83
12 mos.	\$16.91	\$17.29	\$17.64
18 mos.	\$17.66	\$18.06	\$18.42
24 mos.	\$18.48	\$18.90	\$19.27
30 mos.	\$18.80	\$19.22	\$19.61
36 mos.	\$19.21	\$19.64	\$20.03
42 mos.	\$20.04	\$20.49	\$20.90
48 mos.	\$20.73	\$21.19	\$21.62

**MEMORANDUM OF AGREEMENT**  
**RETIREE MEDICAL BENEFITS**

1. During the term of this Memorandum of Agreement, Retiree Medical Benefits for the Eligible Participants (those who were employed prior to March 3, 1996) 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):

<u>Years of Accredited Service at Retirement</u>	<u>Percent of Health Care Premium Paid by Retiree</u>
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.
5. This Memorandum of Agreement is effective on March 3, 1996 and shall expire on **June 30, -2018**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the Defined Dollar Benefits and the level and type of Retiree Medical Benefits currently given, shall terminate on **June 30, 2018** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**MEMORANDUM OF AGREEMENT**

**RETIREE LIFE INSURANCE BENEFITS**

1. Frontier Communications of New York, a Citizens Communication Company and CWA Local 1111 and 1122 agree to modify retiree life insurance benefits as set forth in this Memorandum of Agreement.

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 6 <sup>th</sup> year after retirement . . . . .	65%
For 7 <sup>th</sup> year after retirement . . . . .	55%
For 8 <sup>th</sup> year after retirement . . . . .	45%
For 9 <sup>th</sup> 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 5<sup>th</sup>, 6<sup>th</sup>, etc., year of retirement.

The amount of insurance will be adjusted to the next higher multiple of \$1000, if not already a multiple of \$1000, subject to a minimum of \$3000 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 \$3000 minimum. (The \$3000 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 the election.

2. This Memorandum of Agreement shall expire on June 30, 2018. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the retiree life insurance benefits, shall also terminate on June 30, 2018 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**MEMORANDUM OF UNDERSTANDING  
DRUG & ALCOHOL POLICY**

**between**

**Frontier Communications of New York, a Citizens Communications Company  
and**

**Communication Workers of America  
Local 1111 and 1122**

**Effective**

**March 3, 1996**

Frontier Communications of New York, a Citizens Communications Company and CWA Local 1111 and 1122 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 observations 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 specimens in separate containers. 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 retesting. 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) work days 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  
GRANDFATHERED VACATION BENEFIT**

**Between**

**Frontier Communications of New York, a Citizens Communications Company  
And  
Communications Workers of America  
Local 1111 and 1122**

**Effective**

**April 1, 1999**

Frontier Communications of New York, a Citizens Communications Company and CWA Local 1111 and 1122 agree that for those employees with service dates prior to July 26, 1981, that such regular employees shall be granted time off at the current basic rate in each calendar year in accordance with the following schedule:

- a) At least eight years of service and less than twelve years: sixteen days paid vacation
- b) At least twelve years of service and less than sixteen years: eighteen days paid vacation
- c) At least sixteen years of service and less than eighteen years: nineteen days paid vacation
- d) At least eighteen years of service and less than twenty years: twenty days paid vacation
- e) At least twenty years of service and less than twenty-five years: twenty-one days paid vacation
- f) At least twenty-five years of service or more: five weeks paid vacation

## Joint Undertaking on Competition

The Company and the Union hereby express their mutual interest in joining together to meet and beat the competitive challenge

During the term of the March 2006 Agreement, the parties will endeavor to establish a joint means or method to assure that we have ongoing communication and information-sharing centering on the issue of competition and what the Company and Union should be doing to better meet and beat this challenge.

This may include such things as:

- Gathering the good stories on what we did that kept or won over a customer;
- What worked to get a customer to buy one or more of our products or services;
- The not-so-good stories over what happened to cause us to lose a customer or not attract a potential new customer, and what we could do to prevent this from happening;
- What caused a customer to drop one of our products or services and what we could do to prevent this from happening;
- what our customers are saying about us and about the competition;
- what our neighbors are saying about us and about the competition.
- Putting together local joint radio, TV, newspaper or other ads, brochures, etc. jointly promoting our products and services.

Part of this effort will involve getting this type of information to the right people so it can be used in the larger effort to grow our business, stem the loss of access lines and customers, and beat our competition in the long run. The parties will look at setting up a hotline and web site for this purpose.

The Union also endorses continued implementation of the “one technician out” (or “single dispatch”) concept as a competitive initiative. The Company will continue to train and utilize employees to be able to safely and efficiently perform the entire job in a single dispatch.

## MEMORANDUM OF AGREEMENT

Frontier Communications of New York and Communications Workers of America Locals 1111/1122 have engaged in negotiations for a successor collective bargaining agreement ("Previous Agreement") and by mutual agreement the Previous Agreement has been extended by the parties. Pending ratification as set forth below, the parties hereby agree as follows:

1. The parties agree that the provisions of the Previous Agreement shall be and remain in the Successor Agreement except as modified by the following provisions and language:
2. A three year agreement, effective July 1, 2015 and expiring June 30, 2018.
3. Wage increases as follows:

- 
- June 28, 2015 – 2.5% (retroactive)
  - July 3, 2016 – 2.25%
  - July 2, 2017 – 2%

## MEMORANDUM OF AGREEMENT

## **BUSINESS ATTIRE/UNIFORM POLICY**

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

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

7 Shirts (such as polo shirts, and long-sleeve and short-sleeve work shirts)

4 Hats

1 Jacket (Company will provide 1 summer and 1 winter jacket at rollout)

7 Pants

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

Employees will be responsible for the laundering of uniform items and will be paid \$5 per week laundering allowance, unless the Company makes other arrangements for laundering.

The following items of work equipment shall be provided by the Company to further the objectives of this Policy 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 customer's premises.

Note: The Company will maintain Uniform Wear and Care as well as Grooming and Accessory Standards.

## **MOA/Business Attire/Uniform Policy**

### **Work Boot Allowance**

1. Beginning in 2011 and annually thereafter, the Company will provide an allowance of up to \$175 towards the purchase of work boots by employees whose jobs require special footwear meeting applicable safety standards and requirements. The Company may require the use of Company provided catalog(s) to assure that appropriate work boots are purchased. Employees will use their Company Procurement Cards unless another form of payment and reimbursement is agreed to by the parties.
  
2. New employees will be immediately eligible for the boot allowance. Any new employee hired on or before June 30 will next be eligible for the allowance the following year. Any new employees hired after June 30 will next be eligible for the allowance the year after the next calendar year.