

# MIFA # 2 Appendix

Agreement between



**Frontier North Inc.**

and

**International Brotherhood of Electrical Workers  
(Local Union 723)**



**Indiana South/Corydon Agreement**

**Effective May 8, 2016  
through May 9, 2020**

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## **PREFACE**

The Company recognizes International Brotherhood of Electrical Workers (“IBEW”) 723 South and IBEW 723 Corydon as separate bargaining units, as certified by N.L.R.B. Case No. 25-RC-6765 dated January 9, 1978 for IBEW 723 South, and Case No. 25-RC-7532 for IBEW 723 Corydon.

This agreement (hereinafter at times referred to as “Appendix 4 to MIFA # 2” or “this Appendix to MIFA # 2”) applies individually to two (2) separate bargaining units. This agreement does not change or alter the scope of either bargaining unit. All conditions of employment including wages, benefits, scheduling, seniority, vacations, layoff and recall, overtime, callouts, workgroups, standby and all other items included in this agreement will remain totally separate.

Employees from time to time may work between bargaining units but not on an ongoing regular basis.

Separate units are maintained and contents of this agreement apply to the units individually.

## **AGREEMENT**

This Agreement, effective May 8, 2016, by and between Frontier North Inc., its successors or assigns, for and on behalf of areas hereinafter designated in Article 2 of this Appendix to MIFA # 2, referred to hereinafter as the "Company" or "Frontier", and Local Unions 723 South and 723 Corydon, of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union" or "Employees."

That whereas, the parties to Appendix 4 to MIFA # 2 desire to arrange a complete understanding between themselves in the relation of Employer and Employees, and desire to prevent strikes, lockouts, and disagreement and desire to settle all grievances and disputes which may from time to time arise between them in a peaceful manner, they do hereby agree as follows:

### **ARTICLE 1. CONTRACT PERIOD**

1.1 See MIFA # 2 Article 14: *Duration of This Agreement*.

### **ARTICLE 2A. UNION RECOGNITION LOCAL UNION 723 SOUTH**

2A.1 The Company recognizes Local Union 723 South, the International Brotherhood of Electrical Workers, as the exclusive collective bargaining agent of all plant and equipment department employees of Frontier North Inc., including all plant clerical employees and all Senior Inside Plant

Technicians as certified by the N.L.R.B., Case No. 25-RC-6765, dated January 9, 1978, excluding all office clerical employees, all commercial department and traffic department employees, all professional employees, all guards and all supervisors as defined in the Act, including all Line Foremen and all Outside Plant Foremen, for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment.

## **ARTICLE 2B. UNION RECOGNITION LOCAL UNION 723 CORYDON**

- 2B.1 The Company recognizes Local Union 723 Corydon, of the International Brotherhood of Electrical Workers, as the exclusive collective bargaining agent of all construction, installation and maintenance employees employed by the employer at its Corydon, Indiana, establishment; but excluding all engineering department employees, all office clerical employees, all plant clerical employees, all professional employees, all guards and supervisors as defined in the N.L.R.A., as amended, for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment.
- 2B.2 Pursuant to certification of the N.L.R.B. (Case No. 25-RC-7532), the company recognizes Local Union 723 Corydon, of the International Brotherhood of Electrical Workers, as the exclusive collective bargaining agent of all full-time and regular part-time office and plant clerical employees employed by the Employer at or out of its Corydon, Indiana facility; but excluding all confidential employees, all professional employees and all guards and supervisors as defined in the N.L.R.A., as amended, for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment.

## **ARTICLE 3. DEFINITIONS**

- 3.1 Accredited Service: The term accredited service shall mean the aggregate of the years, months **and days** of active employment in the service of **a) the Company; b) the Company's predecessors (provided the employee was under one of the local Indiana Appendices to the MIFA # 2 Agreement on July 1, 2010); and/or c) associated companies that are recognized by the Company** for service purposes. Accredited service shall include all active employment for which a wage or salary was paid, and any additional excused absent time or leave of absence time that was specifically approved for service credit purposes in accordance with the published statements of Company policy.

Accredited service for part-time employees will be based on the

accumulation of hours for which a wage or salary was paid. For this purpose, forty (40) hours shall be considered to constitute one (1) week except that not more than forty (40) hours shall be counted for any one week.

- 3.2 Employee, Full-Time: Regular and temporary employees who are normally scheduled to work at least forty (40) hours each week.
- 3.3 Employee, Part-Time: (Service Clerk and Collector Maintainer Classifications only) Regular and temporary employees who are normally scheduled to work less than forty (40) hours each week or employees who can't work full time.
- 3.4 Employee, Regular: An employee whose employment is reasonably expected to continue for more than one (1) year.
- 3.5 Employee, Temporary: An employee whose employment is ordinarily expected to last for a continuous period of not more than one (1) year.

ProResource Program: The Company hires retirees under its ProResource Program as temporary employees; the total duration of a ProResource temporary employee will not exceed six (6) cumulative months in a calendar year. Retirees hired under this program are generally hired to provide training to other employees, to utilize specialized skills or knowledge they possess, to cover increases in the workload which cannot be covered by the regular workforce during scheduled hours, to replace employees who are absent due to illness, disability, vacation, leave of absence, etc., and to cover other similar gaps caused by such things as new employees becoming qualified, a shortage of qualified personnel in the local labor market, or an unexpected and significant number of retirements or resignations over a relatively short period of time.

Temporary employees may work full or part-time.

- 3.6 Employee, Term: An employee whose employment is intended to last longer than six (6) months but no longer than thirty-six months (36), accumulates net credited service, and is entitled to all benefits provided to regular full-time employee with the exception of Promotions, Vacancies and Transfers, Article 16; Income Security Plan (ISP), Enhanced Income Security Plan (EISP); and Layoff and Rehiring, Article 15. Term employees may work full-time or part-time. Term employees will be used for work requirements that are expected to last no longer than six (6) to thirty-six (36) months.
- 3.7 Employee, Probationary: A newly hired employee who has not accumulated seven (7) calendar months (as measured from date of the month to date of the month) of service. This probationary period will be extended to compensate for the length of any absence in excess of five (5) consecutive

work days which occurs during the probationary period. During such probationary period, employees may be disciplined or discharged by the Company without the employees so affected having recourse to Article 13 of this Agreement.

- 3.8 Basic Wages, Pay: The rates of pay exclusive of all differentials, premiums, or other extra payments.
- 3.9 Calendar Week: A consecutive period of seven (7) days, the first day of which is Sunday.
- 3.10 Differential Pay: An additional payment given for certain responsibilities of positions assigned by management.
- 3.11 Headquarters: A town designated by the Company as being the place of employment for a particular employee(s).

723 South

- Greensburg – which shall include Batesville and Versailles.
- Jasper – which shall include Elberfeld, Ferdinand, Huntingburg, Loogootee, Lynnville, Mitchell, Orleans and Paoli.
- Madison – which shall include Scottsburg.
- Salem.
- Shelburn – which shall include Bicknell, Fairbanks, Farmersburg, Merom and Worthington.
- Seymour – which shall include North Vernon.

723 Corydon

- Corydon

3.11.1 All employees in the following job classifications must live within their assigned Headquarters: Building Services Technician, Construction Technician, Customer Engineer – Data Applications, Network Technician, Sales and Service Technician I, Sales and Service Technician II, Sales and Service Technician II – Fiber, Senior Construction Technician and Utility Worker.

3.11.1.1 This residency requirement does not apply to employees in these job classifications who lived outside of their assigned Headquarters as of April 19, 2013, so long as such an employee maintains his/her current residence as of April 19, 2013, or moves closer to his/her assigned Headquarters.

3.11.1.2 In situations where the reporting location of an employee in one of these job classifications changes to a new

Headquarters and the employee's residence is not within their assigned Headquarters:

- a) The employee will have six (6) months from the effective date of the transfer to establish a permanent residence in compliance with the residency requirement.
- b) During these six (6) months, the employee must establish and maintain a temporary residence within their assigned Headquarters.
- c) Proof of meeting the residency requirement must be supplied.
- d) For purposes of establishing a permanent residence within six (6) months, reasonable consideration will be given to good faith timing constraints associated with a lease termination or commencement date, an occupancy date, a mortgage approval, and/or a real estate sale closing date.

3.11.1.3 In the event an employee in one of these job classifications changes residence, the employee must notify his or her supervisor of his or her new address.

- 3.12 Holiday Pay: The pay an employee receives for an authorized holiday or its observed equivalent, whether or not the employee is required to work.
- 3.13 Holiday Premium Pay: The amount in addition to an employee's basic rate which an employee is paid for working on an authorized holiday or its observed equivalent. Holiday premium pay is paid in addition to Holiday Pay.
- 3.14 Holiday Work: Any work or tour which begins on an authorized holiday or its observed equivalent.
- 3.15 Layoff: Reduction in the work force which protects, for up to two (2) years, the laid off individual's length of seniority and accredited service held at the time of the layoff.
- 3.16 Premium Pay: The amount in addition to basic rates which an employee is paid for working less desirable hours (e.g., night or evening).
- 3.17 Regular Pay: Basic pay plus any differential pay.
- 3.18 Reporting Location: Designated as a building or place therein, as determined by the Company, where employees begin and end their



assigned tours of duty.

- 3.19 Scheduled Day Off: Means the day or days that are designated as "off" on the officially posted schedules.
- 3.20 Scheduled Hours: Hours falling within an employee's scheduled tour. Any of the hours which are officially posted on the weekly work schedule for a particular employee to work.
- 3.21 Sunday Work: Any work or tour which begins on Sunday.
- 3.22 Workday: The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour or call-out is part of the workday on which such tour or call-out begins.

#### ARTICLE 4. UNION MEMBERSHIP AND DUES DEDUCTION

- 4.1 Under Federal Labor Laws and obligations under this Agreement, the Union is required to represent all of the employees in the bargaining unit fairly and equally without regard to whether the employee is a member of the Union.
  - 4.1.1 Membership in the Union is not compulsory. Employees in job classifications within the collective bargaining unit are free to accept or to decline membership in the Union.
    - 4.1.1.1 Any employee who is a member of the Union may, upon proper notice, voluntarily withdraw from such membership. Proper notice means that the employee will notify both the Company and the Union by regular first class mail. Notice to the Company will be directed to the Region HR Director of the Company, and notice to the Union will be directed to the Business Manager of the Union.
- 4.2 Each employee, who is a member of the Union on the effective date of this Agreement, or who later becomes a member of the Union and all persons becoming a member of the Union on or after the effective date of this Agreement, shall, as a condition of employment, pay or tender to the Union periodic dues applicable to members, for the period from such effective date or, in the case of persons becoming employees after the effective date of this Agreement, on or after the thirtieth (30th) calendar day of employment, whichever of these dates is later, until the termination of this Agreement.
- 4.3 Each employee who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union dues applicable to members, shall, as a condition of employment, pay or tender

to the Union periodic dues applicable to members for the period beginning thirty (30) calendar days after the effective date of this Agreement, until the termination of this Agreement.

- 4.4 Nothing herein shall be construed to limit the Union's lawful rights to determine and enforce regulations regarding acquisition of, and retention of, membership of the Union.
- 4.5 The Company shall incur no liability in connection with the administration of this Article.
- 4.6 Employees who are not members of the Union may voluntarily elect to pay amounts equal to union dues, except during any period that, by Union rules or actions, dues payments are suspended or not enforced for regular members of the Union.
- 4.7 The Company shall make collection of union dues or amounts equal to union dues payroll deduction upon an authorization in writing, signed by the employee, and shall pay monthly to the designated representative of the Union the total amount thus deducted. Authorizations by employees for such deduction shall be on a form to be supplied by the Union. All deductions shall be made monthly from the wages paid to employees.
  - 4.7.1 Cancellation by an employee of such written authorization for payroll deduction shall be in writing signed by such employee; and, upon receipt thereof, the Company shall honor any such cancellation. An employee's authorization shall be deemed automatically cancelled if the employee leaves the employ of the Company or is transferred, or promoted, out of the bargaining unit.
  - 4.7.2 Deductions of dues shall be suspended during the period of an employee's leave of absence. No dues shall be deducted when sufficient pay is not available. The Company agrees in the event of inability or failure to make an authorized deduction in any month, to make such deduction during the following month. Under no circumstances, however, will deductions be made for more than one month's dues in arrears.
  - 4.7.3 Each month the Company will furnish the authorized representatives of the Union with a list of all employees for whom payroll deduction has been made, showing the amount of each such deduction, a list of names of employees canceling their dues, and a list of names of those who had insufficient pay and for whom no dues were deducted. The list will also show name changes, new employees hired, and employees who have left the service of the Company.
    - 4.7.3.1 The cost to the Company of furnishing such information

shall be paid by the Union.

4.7.4 It is understood that the Company will not be liable or assume any responsibility except to deduct and forward such deductions to the Financial Secretary of the Union. The Union agrees to hold harmless and indemnify the Company against liabilities resulting from the process of dues/fees collection from employees and subsequent transfer to the Union.

4.8 If an employee who is obligated to pay union dues or who has voluntarily elected to pay amounts equal to union dues fails to comply with the preceding provisions, the Union shall advise that employee, by certified letter with a copy to the appropriate Human Relations Manager, that, if the employee does not pay or arrange to pay the arrears within 30 calendar days after receiving the letter, the Union will request the Company to terminate that employee. If the employee has not complied by the end of the aforesaid 30 days, the Union will notify the appropriate Human Resources Manager who shall give the employee a further 15 calendar days notice. If at the end of the aforesaid 15 days the employee has still not complied, the Union shall advise the appropriate Human Resources Manager in writing and that employee shall be terminated.

## **ARTICLE 5. UNION BUSINESS**

5.1 It is understood and agreed that no member of the Local Union shall be discriminated against or denied employment because of activities in matters affecting the Brotherhood unless such activities result in destruction or attempted destruction of the Company's property.

5.2 The Union agrees for its members individually and collectively that they will perform loyal and efficient work and service and that they will use their influence and best efforts to protect the property and interests of the Company, its good name and its service to the public.

## **ARTICLE 6. UNION BULLETIN BOARD**

6.1 Union bulletin boards of a size and type mutually agreed to by the Company and Union, and in locations approved by the Company, may be installed and maintained by the Union. The use of these bulletin boards shall be confined to factual notices and announcements of Union activities such as:

6.1.1 Meetings;

6.1.2 Results of nominations and elections;

6.1.3 Appointments to offices and committees;

- 6.1.4 Social affairs of the Union;
  - 6.1.5 Agreements concluded by the Union and the Company;
  - 6.1.6 Only names and titles of political offices sought of political candidates enforced by the IBEW Local Union Political Action Committee; and
  - 6.1.7 Other official Union business.
- 6.2 Material posted shall not contain anything political or controversial, anything derogatory to the Company or any of its employees, or anything derogatory to any labor organization. The Union assumes complete responsibility for compliance with the provisions of this Section.
- 6.3 Should any material other than the type described above be posted, the Union agrees that such material will be removed upon request by the Company to an official or steward of the Union.
- 6.4 No material shall be placed on Union bulletin boards except by designated Union representatives.

## **ARTICLE 7. STATE AND FEDERAL LAWS**

- 7.1 In the event that any of the provisions of this Agreement shall conflict with any state or federal law or presidential regulations, such provisions shall be deemed to be modified sufficiently in respect to either or both parties to the extent necessary to comply with such laws or regulations and the remaining portion of this Agreement shall remain in full force and effect.

## **ARTICLE 8. NON-DISCRIMINATION**

- 8.1 It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all covered employees without regard to race, color, creed, religion, age, national origin, or sex, whether handicapped or veteran. The Company and the Union will adhere to the provisions of the Americans With Disabilities Act of July 26, 1990.

## **ARTICLE 9. NO STRIKE – NO LOCKOUT**

- 9.1 There shall be no lockout by the Company or picketing, boycotts, cessation of work, slowdown, strikes, sympathy strikes, interference with the business of the Company or other disruptive activities by the employees or the Union during the life of this Agreement for any reason whatsoever. Any employee violating the provisions of this Section shall be subject to discipline or discharge, which discipline or discharge may not be made the subject of a

grievance.

## **ARTICLE 10. MANAGEMENT RIGHTS**

- 10.1 The Company shall be free to exercise in every way the customary functions of management except where expressly and specifically restricted by the provisions of this Agreement.

## **ARTICLE 11. GRIEVANCE PROCEDURE**

- 11.1 In the event of any disagreement arising between the Company and any employee or employees, such grievance shall be presented to the Company within fifteen (15) calendar days of the act or conduct giving rise to the complaint or within fifteen (15) calendar days from the date upon which the facts first became known. An earnest effort shall be made to settle grievances promptly and at the earliest step possible.

### **11.2 Informal Verbal Issue Resolution Step**

The immediate supervisor shall explore and discuss the employee's stated problem with the steward and shall render a verbal decision within three (3) work days. The supervisor and steward should determine a meeting date within two (2) business days of the initial contact by the steward or the steward will automatically initiate the formal grievance.

- 11.2.1 It is in the mutual interest of the Company and the Union to have potential grievances settled prior to the need for a formal written grievance. Accordingly, an informal Issue Resolution Meeting will be requested with the immediate supervisor within fifteen (15) calendar days after the event giving rise to the grievance. Any resolution reached shall be reached shall be final and shall not be considered precedent setting.

- 11.2.2 The employee and the Union steward may appeal to the first (1<sup>st</sup>) formal step of this procedure, provided notice is given to management within five (5) work days after such verbal decision.

- 11.3 Formal grievances shall be submitted by an authorized Union representative to the second (2<sup>nd</sup>) level of management and a meeting will be held within seven (7) calendar days. The Company shall give a written answer within seven (7) calendar days of this meeting.

- 11.3.1 Meeting(s) may be waived by mutual consent of both parties.

- 11.4 If the grievance is not satisfactorily adjusted under the provisions of Section

- 11.3, the Union, through its Business Manager, may appeal the decision to the Labor Relations Manager or a designated representative within ten (10) calendar days of the date of the Company's first written answer. Upon presentation of the grievance to this level, the Company shall arrange a meeting within fourteen (14) calendar days with the Union for the discussion of the grievance. The Company will, within fourteen (14) calendar days of this meeting, forward to the Union its written answer based upon the meeting and discussion therein.
- 11.5 Nothing in this Article shall prevent an employee or group of employees from presenting grievances directly to the Company. If, however, any grievance presented by an employee or group of employees involves a question of interpretation or application of these Agreements, which upon determination may establish a precedent, or a question involving a matter appropriate for collective bargaining, the Company shall immediately notify the Business Manager of the Union, and he/she shall be entitled to be present and participate in the discussions and disposition of such grievance.
- 11.6 Once a grievance has been presented by the Union to the Company, representatives of the Company shall not discuss the grievance with the aggrieved employee or employees except in the presence of an authorized representative of the Union.
- 11.7 The time period specified in this Article may be extended or modified by mutual consent.
- 11.8 In the case of a grievance involving an error in an employee's pay which resulted from incorrect application of the wage schedule or basis of compensation Articles of these Agreements, and which neither the Union nor the employee became aware of until a date within thirty days of the filing of the grievance, any wage adjustment to be made shall be governed by the following:
- 11.8.1 If the error involved an error in the employee's hourly rate which continued in effect until a date within thirty days of the filing of the written grievance, adjustment shall be made for the entire continuous period during which the incorrect rate was in effect.
- 11.8.2 In any case other than described in Paragraph 11.7.1 above, no adjustment in wages shall be made.
- 11.9 The Company shall not initiate any disciplinary action against any employee for whom the Union is the bargaining agent after the expiration of (a) thirty days (a) after the act was committed, or (b) ten (10) working days after the date on which the Company completes its investigation became aware of the act, whichever is later. The Company will seek to initiate and conclude the disciplinary investigative process as expeditiously as possible under the

given circumstances. Upon request from the Union with regard to a specific disciplinary investigation, the Company will provide an update of the status of the investigation.

- 11.10 For the purpose of counting days or time periods within the grievance article and the following article concerning arbitration, the first day counted shall be the first calendar day following the day upon which the event occurred which is the basis of taking such action.
- 11.11 Should it be necessary for an employee to be temporarily relieved of duties in connection with grievance processing, the immediate supervisor shall be notified as to the nature of business to be transacted and the approximate time necessary. Since certain schedule problems may exist, as much advance notice as possible should be given. Said employee shall suffer no loss of pay.

An employee may be excused for other union business at the request of the Union Business Manager or the Union Business Representative, should the needs of the Company permit. Such requests will normally be made to the Company seven (7) calendar days prior to the day(s) for which the employee would be excused. Such time off would not be paid for by the Company.

- 11.12 It is agreed that there will be no union activity on Company time except that necessary in connection with the processing of grievances pursuant to this article.

## **ARTICLE 12. ARBITRATION**

- 12.1 Any difference not settled under Section 11.1 of this Agreement may, at the request of either the Company or the Union be submitted to arbitration provided, however, that any grievance on which arbitration is not requested within forty-five (45) days, or such further period as the parties may mutually agree upon, of the decision under Section 11.1 shall be considered disposed of and shall not be considered further. Request for arbitration to the American Arbitration Association (with a copy to the Company) must be made in writing within forty-five days after the date of the Company's final answer on the grievance.
- 12.2 Selection of the arbitrator and conduct of the arbitration shall be conducted under the existing rules of the American Arbitration Association unless mutually waived by the parties.
- 12.3 All proceedings under this Article shall be started and carried to conclusion as expeditiously as possible.
- 12.4 Each party shall bear the expense of preparing and presenting its own case.

The compensation and expenses of the arbitrator and the incidental expenses of the arbitration proceeding mutually agreed to in advance, shall be borne equally by the Company and the Union.

- 12.5 The decision of the arbitrator shall be binding upon both parties and shall conclusively determine the dispute being arbitrated.
- 12.6 The arbitrator shall not have authority to add to, subtract from, or modify any provisions of these Agreements, nor to rule on any question except the ones submitted for arbitration.

### **ARTICLE 13. SENIORITY**

- 13.1 Seniority for each regularly paid IBEW Local 723 South employee who has been employed as such for three (3) months within a period of twelve (12) consecutive months under this Agreement shall begin as of the first day of such employment and shall be exercised as hereinafter provided unless the employee's seniority has been broken as provided in Section 13.3.

Seniority for each regularly paid IBEW Local 723 Corydon employee shall begin as of the first date of employment under this or any predecessor contract. However, regular employees who were charter member of IBEW Local 1393 will begin their seniority with their date of hire with the Company or any predecessor Company.

- 13.2 If the employee's seniority has been broken and the employee is re-employed, then and in that event the employee's seniority, after having been re-employed for a period of three (3) months within a period of twelve (12) months shall begin on the first day of re-employment after the employee's most recent loss of seniority hereunder.
- 13.3 Seniority shall be deemed to have been broken for the following reasons:
  - 13.3.1 If the employee resigns;
  - 13.3.2 If the employee is discharged and not reinstated;
  - 13.3.3 If an employee who had been laid off fails to report to the Company within forty-eight (48) hours of notice that they will return to work within five (5) days after having been properly notified and does not give a satisfactory reason for failure to report to work. The Company shall notify laid-off employees in writing by certified mail forwarded to the employee's last known address on the Company records. It is the sole responsibility of the employee to keep the Company properly informed of any address change;



- 13.3.4 If the employee is absent for three (3) days without notification to the immediate supervisor in advance of a satisfactory reason for such absence, except when the employee can produce a satisfactory reason for not having given such notice;
- 13.3.5 If the employee is absent due to layoff or illness for more than two (2) continuous years.
- 13.4 An employee who has established seniority, if the employee can be separated from duty, may be granted a leave of absence upon approval from the Company and while on such leave, the employee shall not forfeit any such seniority the employee heretofore established provided the employee does not overstay the leave of absence or accept employment elsewhere while on such leave without the approval of the Company. Any written notice to be given under this Agreement shall be deemed properly given when deposited in the United States Post Office under registered or certified mail addressed to the last known address on the Company records. It is the sole responsibility of the employee to keep the Company properly informed of the employee's address.
- 13.5 An employee who is injured on the job while in the employ of the Company shall continue to accumulate seniority and upon recovery shall be reinstated to the employee's former position with full seniority provided the employee makes application to return to work within five (5) days after the employee is pronounced recovered by the Company's physician, if the employee is physically qualified to return to work. The Company will provide suitable work to fit the circumstances.
- 13.6 The Company and the Union may by mutual agreement suspend or alter the provisions of this Article in case of mutual desire to provide employment for an employee who has been partially disabled while in the employ of the Company on or off duty or while on authorized leave serving in the United States military service. When there is a reasonable question that the physical condition of an employee would endanger the safety or health of the employee or other Company employees, the Company shall have the right to request such employee to undergo a physical examination(s) at Company expense to obtain competent medical opinion. Should a change in job duties be necessary as a result of competent medical opinion, the first (1<sup>st</sup>) paragraph of Section 13.6 shall apply.
- 13.7 Employees transferred or promoted to positions outside the bargaining unit will retain full seniority rights under this Agreement for an initial period of sixty (60) days after the effective date of assignment. During this period, employees may, at their option, or the Company may elect to have the employee revert to the employee's former classification with no change in status. After sixty (60) days, the employee will retain such seniority as the employee had established on the effective date of the transfer/promotion.

- 13.8 IBEW Local 723 Corydon employees who transfer to positions within IBEW Local 723 South will retain full seniority rights under this Agreement for an initial period of ninety (90) days after the effective date of this assignment. During this period the employee may, at their option, or the Company may elect to have the employee revert to their former classification with no change in status.
- 13.9 Except as provided in Section 13.9.1, employees who leave the bargaining unit and return, and have no break in their employment with a Frontier Company of Indiana, will have the seniority held at the time they left the bargaining unit immediately added when they return to the bargaining unit.
- 13.9.1 Employees who leave the bargaining unit for a management or exempt position and subsequently return to the bargaining unit will have prior bargaining unit seniority added after having been re-employed in the bargaining unit for a period of six (6) months.
- 13.10 For employees hired on or after April 19, 2013, bargaining unit seniority reconciliation for employees with the same employment date shall be determined by the birth dates of the employees, the oldest being the more senior. Employees hired before April 19, 2013, will retain their established relative seniority as of April 18, 2013.
- 13.11 For IBEW Local 723 South employees only, whenever there is not enough work to provide forty (40) hours in any week for all employees in the Headquarters, the Company will lay off in accordance with Article 14 of this Agreement.

For IBEW Local 723 Corydon employees only, whenever there is not enough work to provide forty (40) hours in any week for all employees in Corydon, the Company will lay off in accordance with Article 14 of this Agreement.

## **ARTICLE 14. BRIDGING OF SERVICE**

- 14.1 When an employee's employment **with Frontier North Inc.** has been terminated and thereafter the employee is reemployed **by Frontier North Inc.** and accumulates one thousand (1,000) hours of accredited service, then the break in the employee's employment shall be bridged and there shall be added to the one thousand (1,000) hours of accredited service, which has accumulated since the employee's reemployment, the period of all accredited service which the employee has previously accumulated **with Frontier North Inc.**, provided each such prior accredited service equaled or exceeded one thousand (1,000) hours **and provided the employee has not exercised a Frontier pension benefit or otherwise retired from a Frontier company.** Official Company records shall be used for the verification of all prior service.

- 14.1.1 Notwithstanding the provisions of Sections 9.1 and 24.1, employees who a) accumulated 1000 hours or accredited service with Verizon in Indiana prior to July 1, 2010; b) were during that time represented by IBEW 723 in Indiana; c) were hired by Frontier North Inc. into one of the local Indiana Appendices to the MIFA # 2 Agreement between July 1, 2010 and April 25, 2016; and d) accumulate 1000 hours of accredited service at Frontier North Inc., will have their accredited service with Verizon bridged with their Frontier North Inc. accredited service for purposes of calculating vacation allotments, short term disability benefits, termination pay benefits, and Income Security Plan benefits.**

**Former Verizon employees who were not employed by Frontier North Inc. on July 1, 2010, and were hired by Frontier North Inc. on or after April 26, 2016, will not be eligible to bridge their Verizon accredited service with their Frontier accredited service for any purpose.**

- 14.2 The Accredited Service provisions of this local Appendix to the MIFA # 2 Agreement do not apply to the Frontier Communications Pension Plan (“Pension Plan”) and the Frontier Communications 401(k) Savings Plan (“FCSP”). For these Plans the determination of service (including the determination of bridging of service, if any) and application of service shall be governed exclusively by the terms of the Pension Plan and/or FCSP and shall not be subject to the grievance and arbitration procedures of this local Appendix.**

## **ARTICLE 15. LAYOFF AND REHIRING**

- 15.1 When reductions of the work force due to lack of work are necessary, the following definitions apply:
- 15.1.1 723 South Headquarters: The six (6) major reporting locations, Greensburg, Jasper, Madison, Seymour, Shelburn and Salem, including their respective satellite locations.
- 15.1.2 723 Corydon Headquarters: The Corydon reporting location.
- 15.1.3 Permanent Layoff: A position has been eliminated and the incumbent, for whatever reason, is not eligible for recall. Employees so laid off, who have not been offered Income Security Plan benefits in connection with the current Reduction in Force, will

receive termination pay in accordance with the Termination Pay Memorandum of Agreement.

- 15.1.4 Temporary Layoff: A position has been eliminated and the incumbent is eligible for recall.
- 15.2 When making a reduction in the number of employees due to the lack of work, the following procedure shall govern:
  - 15.2.1 The Company will select the number of employees within a classification and the classification in a given Headquarters to be affected. The Company will notify affected employees fifteen (15) working days in advance of any layoffs.
  - 15.2.2 Employees within that classification and Headquarters who have not established seniority will be laid off first.
  - 15.2.3 Thereafter these employees will be laid off in the inverse order of their established seniority.
  - 15.2.4 However, the Company need not lay off employees possessed of skill, experience, or qualifications essential to properly perform the work available at the time of the layoff not possessed by employees having established greater seniority.
  - 15.2.5 For IBEW Local 723 South employees only, the Company may reassign employees by seniority and classification within or between reporting locations (not to exceed sixty (60) miles) to ensure that it has the proper level of employees at each work location.
- 15.3 Replacement rights are listed below:
  - 15.3.1 Subject to the provisions contained in Section 15.2.4, employees who are subject to layoff may replace the lowest seniority employee in an equal level of classification or the lowest seniority employee in a lesser level of classification in the same Headquarters provided that the replacing employee has greater seniority.
  - 15.3.2 Employees who have been replaced, otherwise laid off, or unable to claim a position according to the provisions of 15.3.1 above may exercise their seniority rights to replace the most junior employee in the bargaining unit in a classification in which they are qualified to perform the work.
  - 15.3.3 Within five (5) days after notification of the date of any layoff, the affected employee(s) will notify the Company through official Union representatives of their decision to exercise or not exercise their

replacement rights.

15.3.4 Employees so replacing such junior employees will receive the rate of the classification into which the employees move corresponding to their current wage progression step.

15.3.5 Employees choosing not to exercise their replacement rights will choose either temporary or permanent layoff in accordance with Section 15.1.3 and Section 15.1.4.

#### 15.4 Recall

15.4.1 Employees who have been temporarily laid off are eligible for recall for two (2) years. During this recall period, employees are not eligible for termination pay as outlined in the Termination Pay MOA, unless they elect to take permanent layoff and forfeit recall rights.

15.4.2 The Company will recall eligible employees by Headquarters and seniority if they are available and physically able to return to work, provided they have the skill, experience, and qualifications required. Employees choosing not to exercise their recall rights will be considered to be permanently laid off.

15.4.3 The Company need not recall employees unless the expected duration of full time work (40 hours a week) is two (2) months or more.

15.4.4 It is the employee's responsibility to keep the Company informed of any address change that occurred since the date of layoff. Failure to do so will revoke all recall rights.

### **ARTICLE 16. PROMOTIONS, VACANCIES, AND TRANSFERS**

16.1 Promotions and Reclassifications: Promotions and reclassifications shall be based on seniority, ability, and qualifications. Ability and qualifications being equal, seniority shall prevail.

16.1.1 The Company will provide the Union with notification of the successful candidate selected for jobs filled under the provisions of this Section 15.1.

16.1.2 Should an employee decline a promotion, it shall have no effect on the employee's future promotions.

16.1.3 An employee promoted or reclassified to a new position will be given up to ninety (90) calendar days to demonstrate qualifications and ability. If the employee does not qualify within such time, the employee will be returned to the position formerly held.

16.2 Time Limitations: Any employee successfully bidding will be required to work in the new classification for a period of time noted below, unless waived by management:

18 Months

- Collector Maintainer
- Storekeeper

30 Months

- Building Mechanic
- Building Services Technician
- Construction Installer Maintainer
- Equipment Installer
- Facility Assigner
- Fleet Technician
- Network Technician
- Sales and Service Technician I
- Sales and Service Technician II
- Sales and Service Technician II - Fiber
- Senior Construction Technician

16.3 Transfers: Employees desiring a change of location within a classification will file a written request for such with the employee's supervisor (sending one copy of the request to the Union and retaining one copy for themselves). Such written requests will be valid for one year. The Company, when a vacancy occurs permitting such, will award such transfers based on the ability and qualifications of the employee requesting such transfer, as well as conditions of the business.

16.4 Wages:

16.4.1 On a promotion, the employee will be placed on the wage rate in the new wage schedule next higher than the employee's present rate or two (2) steps higher if the wage rate next higher results in an increase of less than twenty-five cents (.25) an hour.

16.4.2 On lateral reclassifications, the employee will be placed on the progression step in the new wage schedule that corresponds with the step on the schedule the employee is vacating.

16.4.3 When an employee is reclassified from a higher to a lower wage schedule, such employee at the time of reclassification shall be reduced to the next lower wage rate on the new wage schedule.

## **ARTICLE 17. ACCIDENT DISABILITY**

17.1 In cases of physical disability to work resulting from compensable accidental injuries while on the job, the Company will augment the

payments the employee receives through Worker's Compensation in the following manner:

17.1.1 For a period of thirteen weeks absence resulting from any one such accident, the Company shall pay the difference between the amount received from Worker's Compensation and 90% of his/her basic pay.

17.1.1.1 Under no circumstances shall the above language ever result in a reduction of the employee's basic weekly pay.

17.1.2 For the next thirty-nine weeks of absence due to the same accident, the Company will pay the employee the difference between the amount received from Worker's Compensation and one-half of the employee's basic pay.

17.2 The payments mentioned in 17.1.1 and 17.1.2 shall be made on the employee's normal payday.

## **ARTICLE 18. HOLIDAYS AND HOLIDAY PREMIUMS**

18.1 The following days shall be observed as authorized holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Floating Holidays – Seven (7)

18.1.1 Floating holidays are available to employees upon completion of six (6) months of continuous service with the Company or an affiliate company. The number of floating holidays available to employees who reach six (6) months of continuous service during a calendar year will be pro-rated based upon the number of full weeks remaining in the calendar year when the employee reaches six (6) months of continuous service, divided by 52. If this pro-rated number of days is a fraction of a whole number, the amount will be rounded to the nearest multiple of ".5".

18.1.2 The Company will allow as many employees as possible, while still maintaining appropriate service levels, to schedule floating holidays on Christmas Eve (December 24) and New Year's Eve (December 31).

18.1.3 Employees may take two (2) floating holidays in two (2) hour increments with supervisory approval.

18.2 When an authorized holiday falls on Sunday, it shall be observed on the

following Monday, and in such a case the Sunday work shall be paid for at a premium of one-half ( $\frac{1}{2}$ ) the regular rate, and the holiday pay shall be paid for the following Monday.

When an authorized holiday falls on a Saturday, it shall be observed on the prior Friday, and in such a case the holiday pay shall be paid on the prior Friday.

18.3 Employees who are eligible for floating holidays must bid the floating holidays at the same time and in the same manner as vacations. Refer to the Vacation and Floating Holidays Annual Bid Guidelines MOA, which expires on May 17, 2016.

18.3.1 Employees who become eligible for floating holidays after the vacation schedule has been bid will be allowed to select floating holidays on a first come, first served basis and subject to supervisory approval. Employees must provide notice to his/her supervisor of the day on which he/she wishes to observe the floating holiday by 5 p.m. Monday of the preceding week (the supervisor has the discretion to waive the 5 p.m. Monday deadline).

If a requested floating holiday is denied, the employee will receive a written response explaining the reason for denial.

18.3.2 Changes to previously scheduled floating holiday(s) will be made on a first come, first served basis, subject to supervisory approval. Employees must provide notice to his/her supervisor of the day on which he/she wishes to observe the floating holiday by 5 p.m. Monday of the preceding week (the supervisor has the discretion to waive the 5 p.m. Monday deadline). At the time the supervisor approves the floating holiday change, the employee must stipulate which previously scheduled floating holiday(s) are to be eliminated.

18.3.3 If, by October 15, one (1) or more employee(s) have still not scheduled one (1) or more floating holidays, management will provide the employee(s) a list of the available days remaining, and the affected employee(s) must select a day or days on that list to observe the remaining unscheduled floating holiday(s). This selection must be made before October 22 or the employee will forfeit any remaining unscheduled floating holiday(s).

18.4 Full-time employees, whether or not they are required to work on an authorized holiday or its observed equivalent (“holiday(s)”), shall be paid eight (8) hours at the employee’s basic wage rate for the holiday, provided, however, that when a holiday falls on the employee’s regularly scheduled day off, such employee shall be scheduled one (1) other day off in the same workweek.



- 18.4.1 In addition to the holiday pay provided for in Section 18.4, full-time employees working on an authorized holiday or its observed equivalent shall be paid one and one-half ( $1\frac{1}{2}$ ) times the regular rate for each hour actually worked up to eight (8) hours. This payment shall be in lieu of any and all other premiums including overtime premiums.
- 18.4.2 Hours worked on a holiday in addition to eight (8) will be compensated for at the rate of two and one-half ( $2\frac{1}{2}$ ) times the regular rate.
- 18.4.3 Call-out time worked on a holiday will be compensated for at two and one-half ( $2\frac{1}{2}$ ) times the regular rate for a minimum of two (2) hours.
- 18.4.4 In no event will any payment made on a holiday exceed two and one-half ( $2\frac{1}{2}$ ) times the regular rate.
- 18.5 The holiday pay for part-time employees (whether or not they are required to work on a holiday) will be computed as follows:
- (a) the total number of hours worked by each such employee during the week in which the holiday falls  
divided by
  - (b) five (5)  
minus
  - (c) the number of holidays in any such week.
- The result will be the number of hours of holiday pay at the basic wage rate that each such part-time employee shall receive for the holiday, not to exceed eight (8). (If a holiday falls within an employee's scheduled vacation, the prior week worked will be utilized to determine the amount of holiday pay.)
- 18.5.1 In addition to the holiday pay provided for in Section 18.5, part-time employees required to work on a holiday shall be paid one and one-half ( $1\frac{1}{2}$ ) times the regular rate for each hour actually worked up to eight (8) hours. This payment shall be in lieu of any and all other premiums including overtime premiums.
- 18.6 Some employees will be required to work regular hours on holidays. In each such case, the holiday hours will be considered to be a part of the normal workweek.
- 18.7 No holiday premium pay or holiday pay will be made when an employee is absent without permission any part of the employee's last scheduled

workday before the holiday or the employee's first scheduled workday following the holiday.

- 18.8 An employee who is scheduled to work on a holiday, but who is absent without permission for any part of his/her tour, will receive holiday pay computed by multiplying the number of hours worked by the employee within the scheduled tour by the employee's basic wage rate.
- 18.9 Holiday Pay to an employee on furlough, leave of absence, or absent because of accident or sickness immediately prior to the holiday will be governed by the following:
- 18.9.1 Furlough, leave of absence, or accident disability – no holiday pay.
- 18.9.2 Short Term Disability - an employee absent before a holiday because of Short Term Disability will receive holiday pay if all of the following three (3) conditions apply:
- (a) The employee will not receive Short Term Disability pay for the holiday;
  - (b) The employee works at least one (1) full tour during the calendar week in which the holiday falls; and,
  - (c) Upon request, the employee presents a physician's report, prepared on a form prescribed by the Company, describing the nature of employee's illness as detailed in Paragraph 20.8.

## **ARTICLE 19. VACATIONS**

- 19.1 Vacations will be scheduled throughout the year in such a manner that standards of service may be maintained.
- 19.1.1 The Company and Union agree that employees on the same vacation bid schedule may trade vacations with the concurrence of management.
- 19.2 The vacation selection process will be administered in accordance with the "Vacation and Floating Holiday Annual Bid Guidelines" MOA. Subject to service requirements, seniority shall be the governing factor in choice of vacation time for employees in each job classification and reporting location. Vacations for the following year will be bid prior to December 31 of the prior year.
- 19.3 Regular full-time and part-time employees may take, on a half-day or day-at-a-time basis, vacation time already bid, provided the employee notifies his/her supervisor by 5 p.m. Monday of the week preceding the week in

which the employee wants the day(s) off and approval is granted. The supervisor has the discretion to waive the 5 p.m. Monday deadline provided service is not affected or overtime created. At the time the supervisor approves a half-day or day-at-a-time vacation, the employee must stipulate which day or days, in an already bid vacation week, are to be eliminated as vacation day(s). Any half-days or full vacation day(s) remaining on a bid vacation schedule by 5 p.m. Monday of the preceding week must be taken as scheduled.

- 19.3.1 Employees requesting a half-day or day of vacation in writing who include their reason for requesting the day will receive a written response either allowing the day or explaining the reason for refusal.
- 19.3.2 Employees may use the day-at-a-time vacation benefit a maximum of two weeks, i.e., ten (10) days.
- 19.3.3 Employees may use the half-day-at-a-time vacation benefit a maximum of one (1) week, i.e., ten (10) half-days.
- 19.3.4 Employees working a 10 hour/4 day workweek shall be paid five (5) hours for each half-day-at-a-time vacation taken. Employees on 4/10's will not gain an advantage of vacation hours over someone on five (5) eight hour tours.
- 19.4 Vacations cannot be allowed to accumulate from year to year, but shall be completed each year. Any full week(s) of carryover vacation permitted under MIFA # 2 Article 5, Section 3, ("Vacation Time – General Provisions") will be scheduled according to Article 19, Section 19.2 and will be bid as part of the normal vacation schedule process. Any partial weeks of carryover vacation permitted under MIFA # 2 Article 5, Section 3, ("Vacation Time – General Provisions") will be scheduled according to Article 19, Section 19.3.
- 19.5 If an employee resigns or is terminated, the employee will be paid for any unused vested vacation.
- 19.6 When a holiday falls in an employee's paid vacation, the Company shall, in such cases, grant an additional day off with pay. Such day will be either the first scheduled workday following or last scheduled workday preceding that vacation period, at the employee's option.
- 19.7 Vacation time off for part-time employees will be based on continuous service dates in accordance with the schedules provided for in MIFA # 2 Article 5, Section 1 ("Vacation Time – General Provisions). However, payment to part-time employees for such vacation time off shall be pro-rated based on the average number of hours worked per week during the twelve (12) month period preceding the vacation time off. In no case shall vacation

payment exceed forty (40) hours per week.

- 19.8 Employees who are reemployed at the termination of approved leaves of absence in excess of 30 days or recalled from layoffs shall not be eligible for a vacation until they have completed three months of accredited service following such reemployment and subject also to the provisions of 19.3.

Note: The first thirty days of an authorized leave of absence are not deducted from an employee's accredited service.

## **ARTICLE 20. SHORT TERM DISABILITY**

- 20.1 Regular full-time employees with one (1) or more year(s) of service shall be paid Short Term Disability benefits at basic wage rates, not to exceed 40 hours per week, for scheduled working days absent from duty when incapacitated by physical illness or physical injury (ruled not compensable by the Industrial Board of Indiana).

Work time lost when hospitalized or participating in intense out-patient therapy approved in advance by the Company (by a qualified physician for drug addiction and alcoholism and by a licensed psychiatrist for mental and emotional illness) is included provided the hospital (or intense out-patient therapy) is recognized as qualified under the Company's basic hospitalization insurance plan. (Exceptions such as hospitalization in a Veteran's hospital will be decided by the Company in line with the aforesaid intention.)

Any questions as to whether an employee is in fact incapacitated by physical illness or physical injury, or should be hospitalized or allowed a recuperative period for mental or emotional illness, shall be subject to concurrence by physicians, psychiatrists, psychologists, or other qualified specialists duly appointed by the Company.

- 20.1.1 Short Term Disability payments will be according to the following schedule and shall terminate when disability ceases and shall in no case extend beyond the periods hereinafter mentioned:

<u>Length of Service</u> <u>(in years)</u>	<u>Payments Start On</u> <u>(scheduled Workday)</u>	<u>Length of Benefit</u>	
		<u>Weeks of</u> <u>Full Pay</u>	<u>Weeks of</u> <u>Half Pay</u>
1 but less than 5	4 <sup>th</sup>	4	13
5 but less than 10	3 <sup>rd</sup>	13	13
10 but less than 15	2 <sup>nd</sup>	13	13
15 but less than 20	2 <sup>nd</sup>	20	6
20 years +	1 <sup>st</sup>	26	0

- 20.1.2 An employee, with management's approval, may have the option of utilizing a vacation day(s) or floating holiday(s) to satisfy the above Short Term Disability waiting periods (column labeled "Payments Start On"). This option is not designed to circumvent normal vacation or floating holiday selection procedures.
- 20.2 Eligibility for Short Term Disability benefits shall begin on the scheduled Workday provided for in Section 20.1.1, except under the following circumstances:
- 20.2.1 The Short Term Disability waiting period under Section 20.1.1 (column labeled "Payments Start On") will be waived and eligibility for Short Term Disability benefits will start on the 1<sup>st</sup> scheduled Workday of absence if the employee:
- (a) has no absence for personal illness or injury for the previous **twelve (12)** months; or,
  - (b) is hospitalized on the first scheduled workday of absence; or,
  - (c) has a surgical procedure performed in an outpatient surgical facility or hospital and the employee provides documentation of the surgical procedure performed.
- 20.2.2 An employee absent due to illness within fourteen (14) calendar days of the employee's return to work from a previous illness, for which Short Term Disability benefits were paid, will not be required to undergo an additional waiting period in connection with the subsequent illness. Any approved Short Term Disability benefits on account of such subsequent illness will begin on the first (1<sup>st</sup>) scheduled Workday of such absence.
- 20.3 Successive periods of Short Term Disability shall be subject to the Short Term Disability waiting days outlined above (column labeled "Payments Start On") and shall be counted together as one (1) period in computing the period during which the employee shall be entitled to the Short Term Disability benefits provided for in Section 20.1, except that any sickness occurring after an employee has been continuously engaged in the performance of duty for thirteen (13) weeks shall be considered as a new sickness or injury and not as part of any disability which preceded such period of thirteen (13) weeks. Any reported absent sick or off-job-injury would interrupt this thirteen (13) week restoration period.
- 20.4 An employee's length of service as of the first day of absence determines the length of the waiting period (column labeled "Payments Start On") and the length of time for which benefits will be paid during that absence.
- 20.5 An employee who will be absent from work due to illness or injury must so notify his/her immediate supervisor as soon as possible after the employee knows that he/she will not report for work. An employee who finds it

necessary to leave work due to illness will be required to report to his/her immediate supervisor at the beginning of such absence. Failure to properly notify the immediate supervisor is sufficient reason to withhold Short Term Disability benefits.

- 20.5.1 An employee with more than one (1) year of service who is required to leave work due to illness **shall be paid only for hours worked. The balance of the day shall be credited toward the waiting period.**
- 20.5.2 If an employee wishes to leave town during a period when he/she is receiving Short Term Disability benefits, the employee will notify his/her supervisor of his/her intentions in advance. Failure to do so may result in the denial of benefits.
- 20.6 Short Term Disability Benefits will not be granted to an employee after the employee has commenced a vacation or a leave of absence (and for this purpose, a vacation or a leave of absence will be considered to have commenced immediately after the termination of the employee's last tour of duty worked), except for an eligible employee on a pre-disability leave of absence.
  - 20.6.1 Employees on a pre-disability leave of absence who become disabled by the condition for which the pre-disability leave of absence was given will be granted Short Term Disability subject to the provisions of Article 20.
  - 20.6.2 An employee who becomes ill during a paid vacation period and is unable to return to work on the date scheduled may be entitled to Short Term Disability benefits. In such a case, the date on which the employee was scheduled to return to work shall be considered as the first (1<sup>st</sup>) Scheduled Workday of absence due to Short Term Disability.
- 20.7 Upon request, employees who are receiving Short Term Disability will have their physician complete and forward to the Company's STD Administrator a certificate outlining the nature of the illness. Payment of Short Term Disability benefits in such cases will be contingent upon the receipt of a satisfactorily completed certificate.

Employees should follow the instructions on filing for short term disability benefits given to them by the Company.

- 20.8 In the event a bargaining unit employee obtains a judgment against a third party, which judgment provides for lost wages, and said employee is able to recover said judgment, including said portion attributable to lost wages, the Company shall then have a lien on the proceeds of said recovery from the third party as to the portion attributable to lost wages only, after deductions for all costs, expenses and attorney fees. The Company's lien

shall not exceed an amount or percentage equal to the amount or percentage of total lost wages only (in the event that all wages are not awarded) awarded to and recovered by the employee. In no event shall the Company's lien exceed the total amount (less applicable federal, state and local taxes) of Short Term Disability benefits paid to said employee by the Company's Short Term Disability plan.

20.9 When Short Term Disability benefits are exhausted and an employee is unable to return to work, the employee may apply for:

20.9.1 Long Term Disability Benefits as specified in MIFA # 2 Article 6 and the MIFA # 2 Supplemental Long Term Disability Benefits MOA (which expire on May 7, 2016); and/or,

20.9.2 A leave of absence to maintain his or her employment; or,

20.9.3 A Disability Pension (provided the employee participates in the Plan for Hourly Employees' Pensions).

## **ARTICLE 21. ABSENCE – MISCELLANEOUS**

21.1 Death In The Family. When an employee is absent due to a death in the employee's family, payment shall be made as follows:

Reasonable time off will be allowed with pay (excluding differentials) for up to three (3) consecutively scheduled working days for the death of an employee's: father, mother, father-in-law, mother-in-law, brother-in-law, sister-in-law, brother, sister, spouse, children, grandchildren, grandparents of employee and spouse or relatives living in employee's household.

Reasonable time off will be allowed with pay (excluding differentials) for up to two (2) consecutive scheduled working days for the death of employee's aunt, uncle, stepmother, stepfather, and stepchildren.

21.1.1 Should a death in an employee's family covered by this Section 21.1 occur during an employee's scheduled vacation, the employee will, upon request, be placed on bereavement leave. If the scheduled vacation time and the bereavement period coincide, employees may choose to take any of the remaining scheduled vacation time on their scheduled work day(s) that immediately follow the end of the bereavement leave, or subject to the applicable contract provisions on rescheduling vacation, may reschedule that time at a later date.

21.2 Pallbearers. Employees who serve as pallbearers at a funeral on their regular scheduled workday will be allowed up to four (4) hours off per calendar year, at their regular rate of pay, on the day of the funeral.

- 21.3 Visit to Company Doctor. When the Company requires a visit to the Company doctor, an employee will be excused from regular duty without loss of basic pay.
- 21.4 Jury Duty. Employees absent from their duties with the Company because of jury duty shall receive their basic hourly wage rate for schedule time lost.
- 21.4.1 Employees engaged in jury duty shall, while temporarily excused from attendance in court, report and make themselves available for work during scheduled time of one-half day or more, as circumstances reasonably will permit.
- 21.5 Witness. Employees absent from their duties to appear in court as a witness, under subpoena, shall be allowed a maximum of one day's absence with pay if they are not involved in the case in a manner discreditable to themselves or the Company. Payment shall be at the basic rate of pay for all hours the employee is required to be absent up to a maximum of eight (8) hours.
- 21.6 Union officers and representatives shall suffer no loss of basic pay for the time spent with representatives of management to discuss grievances and complaints. The company will pay up to three (3) Union representatives for reasonable time spent in bargaining a new labor agreement.
- 21.7 Voting Time. Upon arrangement for a time which will conflict the least with the requirements of the service, an employee entitled to vote shall suffer no loss of basic pay for reasonable time off to vote in any general, national, state, or county election. This will apply only to an employee who could not reasonably be expected to vote on the employee's own time.
- 21.8 Military Reserve Training. Regular full-time employees who attend military reserve training in the U.S. Armed Forces will be paid the difference, if any, between the total pay they receive from the government for the 14-day tour of duty and their basic wage rate for 10 workdays, provided the military pay is the lower of the two. This payment will not exceed 10 days in any calendar year. For the purpose of this contract, "Armed Forces" shall include the Army, the Air Force, the Navy, the Marine Corps, the Coast Guard, and the National Guard. Proof of pay received for reserve training must be provided to the Company.

## **ARTICLE 22. LEAVES OF ABSENCE**

- 22.1 Authorized informal leaves of absence (furloughs) shall not be deducted from an employee's accredited service.
- 22.2 Absence beyond the first thirty calendar days of an authorized leave of absence will be deducted in computing an employee's accredited service.



- 22.3 An employee who is granted a leave of absence for a reason other than physical disability will be reemployed at the termination of the leave (although not necessarily in the same job) if an opening exists and the employee has the necessary physical and mental qualifications to perform the job except as set forth in Section 22.4.
- 22.4 Any employee who accepts as primary employment a full-time paid position in Local 723 or the International IBEW Union (for a total of no more than fifteen (15) years) shall, at the expiration date of the term(s) in office, be reinstated to the employee's former position including all seniority time and accredited service, provided the employee is qualified and able to perform the work. It is understood that in case of return(s) of such an employee, other employees below him/her on the seniority list will be demoted or laid off if necessary. This leave of absence will be limited to one (1) employee at a time. No more than four employees (total – White Book, Blue Book, and South/Corydon Book) receiving a leave of absence for this purpose may obtain such leave of absence at one time.
- 22.5 Any full-time employee of a Frontier/GTE company in an IBEW bargaining unit who becomes a full-time employee of either IBEW or an IBEW local affiliate (a "Frontier/GTE-Union employee") shall be entitled to be on leave of absence status from Frontier/GTE. While on such leave status, the Frontier/GTE-Union employees shall continue to accumulate seniority and shall retain return rights to the bargain unit.
- 22.5.1 While on leave of absence status, a Frontier/GTE-Union employee shall accrue Accredited Service under the Frontier/GTE Pension Plan in which the employee actively participated while a bargaining unit employee until either:
- (a) The Frontier/GTE–Union employee ends his/her full-time employment with the IBEW; or a local affiliate; or,
  - (b) The Frontier/GTE–Union employee retires from Frontier or otherwise affirmatively relinquishes his/her leave of absence; or,
  - (c) The aggregate length of all such leaves of absence equals twenty (20) years.
- 22.5.2 In the event that any court of competent jurisdiction finds Article 22.5 to be unlawful, it shall be null and void as of the date of its execution, but Frontier/GTE and the IBEW will immediately negotiate in good faith to provide the most equivalent lawful benefit for Frontier/GTE-Union employees

## **ARTICLE 23. WORK LIMITATIONS – SUPERVISORS**

- 23.1 The Company agrees that it will not, as a matter of policy, use supervisory employees who are excluded from the bargaining unit on work performed by members of the bargaining unit. The Union agrees, however, that management employees shall have the right to do productive work as follows:
- 23.1.1 To meet service emergencies.
  - 23.1.2 Work incidental to the training of employees. Such training includes the training of employees not covered under this Agreement to do work covered by the Agreement for a period of not more than three months for any one individual. They will not be used to replace regular employees or, in any way, to cause part-time and/or layoffs of employees covered under this Agreement.
  - 23.1.3 Work incidental to the enforcement of safety practices.
  - 23.1.4 When an appropriate employee is not available or cannot be reached for any assignment, productive work may be done by management personnel.

## **ARTICLE 24. CONTRACT WORK**

- 24.1 The Company may contract out work as long as such contracting out does not result in either layoff or part-timing of employees.

## **ARTICLE 25. INCLEMENT WEATHER**

- 25.1 During the normal work day when the regular assigned work for employees engaged in outside plant work is discontinued because of weather which the Supervisor determines as inclement, all employees affected may be assigned work under shelter. Management shall have the right to determine the type of work assignment under shelter. The supervisor shall be reasonable in making a determination as to what constitutes inclement weather, recognizing that the nature of the work and the safety of the employees are important factors.

## **ARTICLE 26. TOOLS**

- 26.1 The Company will furnish, without cost to the employees, all tools necessary for the safe performance of their duties.
- 26.2 Employees will be responsible for the proper use and care of tools furnished

by the Company and will be held accountable for tools assigned to them. Employees will not be held accountable if lost or stolen due to Company's failure to provide a secure place for storage.

26.2.1 Tools furnished to employees by the Company which become broken or worn out will be replaced by the Company upon presentation of the broken or worn out tools.

26.2.2 The Company may inspect tools at any time, and shall condemn from further use any tool which is found to be unsafe, and will arrange for repairs to any tool which is inoperable or malfunctioning.

26.3 For Fleet Technicians only, the company will furnish, without cost to the employees, all the tools necessary for the performance of their duties. Employees who are furnished tools will be held responsible for them.

26.3.1 Tool replacements will be made in accordance with the following:

26.3.1.1 Tools lost or stolen due to the employee's carelessness or neglect will be replaced at the employee's expense.

26.3.1.2 Tools that become broken or worn out will be replaced by the Company upon presentation of the broken or worn out tools.

## **ARTICLE 27. MEALS, TRAVEL, LODGING & MILEAGE ALLOWANCES**

27.1 Board-Lodging Allowances: Employees will be subject to work assignments away from their designated reporting center and may be required to stay overnight at or near the work location. When employees do stay overnight at or near the work location, mutually agreed upon lodgings will be arranged for by the Company.

27.2 The Company will pay the cost of such lodging plus a meal allowance which meal allowance will not exceed \$32.00 per day.

27.3 It is understood that the Company can decide whether or not the employee shall stay overnight or be allowed travel time and transportation to and from the job. However, if the Company elects to keep the employee overnight, the job must be of an urgent nature.

27.4 Employees, when they reach a job site where it may be necessary to continue on an overtime basis into the evening hours, should notify their Supervisor immediately and outline to the supervisor their estimate of the

extent of the work to be performed. It is then the obligation of Management to inform the employee as soon as possible if the employee(s) will be required to remain overnight.

- 27.5 The employee(s) will then be allowed to make the necessary calls to inform their families. This section shall not apply to employees while attending schools.
- 27.6 An employee assigned to a school location away from their reporting location, will be allowed to travel on Company time and at Company expense on the first trip to and the last trip from the school location. When an employee is authorized to stay overnight, the Company will arrange for clean, comfortable lodging and will pay the cost of such lodging. The meal allowance shall be thirty-two dollars (\$32.00) per day.
- 27.7 If the work/school assignment continues into a second consecutive week or more, the following rules apply:
- 27.7.1 If the assignment is less than 300 miles from the normal reporting location, the employee will be paid under 27.2 or 27.6 for any nonscheduled days or may elect to return to their reporting location on their own time in lieu of 27.2 or 27.6. The employee may utilize a Company vehicle or receive mileage for use of a personal vehicle.
- 27.7.2 For assignments of 300 miles or more, the employee will be paid under 27.2 or 27.6 for any nonscheduled days. In addition, the employee will be allowed to return to their normal reporting location on Company time and at Company expense at the end of each four-week period in lieu of 27.2 or 27.6.
- 27.8 When employees are required to work continuously (overtime) three hours or more beyond the normal tour ending, a meal period will be allowed. As work continuity requires, the meal period will be treated as paid work time whenever (a) the employee is requested to limit their meal period to thirty minutes or less, or (b) at the supervisor's direction, the employee is furnished a meal at the job site.

Whenever an employee requests and is granted permission to return home for a meal, the meal period will be taken on the employee's own time. Even though for other purposes, the overtime may be considered as being continuous with the ending of the normal tour.

- 27.9 Mileage Allowance: Whenever an employee is authorized by the Company to use his/her personal vehicle, the mileage allowance shall be paid in accordance with Company policy, but no less than the current IRS mileage rate.

27.9.1 When a mileage allowance is paid for the use of an employee's personal vehicle, it is intended to cover all the expenses incurred for operating the vehicle such as, but not limited to: gasoline, oil, and repairs.

27.9.2 When a mileage allowance is paid for the use of an employee's vehicle, the employee must have the minimum necessary liability limits on the vehicle used as required to comply with the financial responsibilities of the state.

## **ARTICLE 28. HOURS OF WORK, PLANT DEPARTMENT**

### **28.1 Normal Workweek and Workday – Full-Time Employees:**

28.1.1 A normal workweek consists of not more than forty hours within a calendar workweek and five eight-hour tours. This shall not be construed to constitute a guarantee of a minimum of forty hours of work per week. The extent to which Monday to Friday workweeks, and workweeks with two consecutive days off, can be scheduled is subject to service requirements and the overall needs of the business, as determined by the Company.

Exception: A normal workweek for Senior Construction Technicians and Construction Technicians consists of not more than forty hours within a calendar workweek scheduled on five consecutive days in one week, normally Monday through Friday, inclusive.

28.1.2 The schedule of hours and tours to be worked by employees shall be determined by the management of the Company, and changed from time to time to meet service requirements.

28.1.3 A tour of duty is a period of not more than eight hours divided into two parts, not necessarily the same length, normally separated by not more than one hour.

### **28.2 Normal Workday and Workweek - Part-Time Employees:**

28.2.1 Up to eight hours in any one day and normally less than forty (40) hours per week. Part-time employees must be scheduled one (1) day off each calendar week.

28.3 Non-Consecutive Days Off. When management determines a need for non-consecutive work schedules (i.e., weeks, inclusive of the immediately preceding Saturday and immediately subsequent Sunday, without consecutive days off) within a classification and reporting location, schedules with designated weeks of non-consecutive days shall be distributed to the work group for selection by seniority.

- 28.3.1 An employee will not be scheduled for back-to-back non-consecutive work weeks, except when a schedule change is made to backfill a vacated schedule(s).
- 28.3.2 No employee in the work group may be required to work a non-consecutive schedule for more than three (3) weeks during a thirteen (13) week schedule.
- 28.3.3 Notwithstanding the provisions of 28.3.1 and 28.3.2, an employee may volunteer to work back-to-back non- consecutive work weeks, or more than three (3) non- consecutive work weeks, if he or she so desires to do so.

#### 28.4 Work Schedules

- 28.4.1 Selection of work schedules shall be on a work group or work location and seniority basis, except that employees with less than six (6) months in the classification shall be assigned to a shift appropriate for training. However, in the event the preference method described herein does not result in all shifts being covered by employees qualified and trained to perform the type of work required by the shift, or where absences occur, it may be necessary for the Company to assign the least senior qualified employee(s) to such shifts. The Company will canvass appropriate employees, to determine individual preferences in work schedules at intervals of thirteen (13) weeks or other mutually agreed intervals.
- 28.4.2 When notified forty-eight hours prior to the changed scheduled, the weekly schedule may be changed without the schedule change premium penalty. The changed schedules will conform to Section 28.1. When a schedule change is necessary, the schedule to be changed will be that of the least senior, qualified employee which does not require backfilling.
- 28.4.3 Schedule Change Premium Penalty. Should the weekly schedule be changed subsequent to such forty-eight (48) hour notification period as outlined in Section 28.4.2 above, the affected employees shall be paid for the hours or days worked before or after the regular work schedule at a premium of one half the regular rate. The premium penalty may be waived by mutual consent of management and the affected employee.
- 28.4.4 An employee's shift may, by mutual consent, be changed without premium penalty.
- 28.4.5 An employee may request changes in a previously assigned work schedule to attend to matters of a personal nature provided approval is obtained before the day on which a change is desired. When such time off is made up during the same workweek, such time off will not be considered an occurrence of absence. Hours

of make up time worked in the same workweek as the allowed time off will not be paid at the overtime rate and when the change is made at the employee's request, the premium penalty will not be paid.

With management's approval, an employee may elect to make up time outside of his or her normal tour during what would normally be Sunday or night premium time, the employee may do so; however, the normal Sunday or night premiums would not be paid.

- 28.5 The Company will endeavor to assign work to employees in their appropriate classification; however, where the needs of the business require, employees may be assigned temporarily to work out of classification.

When an employee is temporarily assigned to a higher rated classification, for a minimum of one hour, they shall during such period, receive the next higher wage rate in the higher rated classification. When an employee is temporarily assigned to a lower-rated classification, they shall receive the rate of pay of their regular classification. Such temporary assignments shall not exceed ninety (90) days unless mutually agreed.

## **ARTICLE 29. OVERTIME**

- 29.1 It is recognized that employees may, on occasion, be required to work overtime unless prevented from doing so by compelling, personal reasons. The method of distribution for overtime work shall be by seniority among employees within a classification and reporting location who are qualified to do the work to be performed.
- 29.1.1 All employees will be given the opportunity to place their name on an active overtime list or an inactive overtime list.
- 29.1.2 An employee may be added to the active and inactive overtime lists by written request to his/her supervisor. Such request may be withdrawn at any time by written request to his/her supervisor.
- 29.1.3 It is recognized that employees on the inactive overtime list may, on occasion, be required to work overtime when there are insufficient numbers to work from the active overtime list, unless prevented from doing so by compelling, personal reasons.
- 29.2 The overtime that has been worked will be posted by the 15<sup>th</sup> of every month.
- 29.3 There shall be no duplication or pyramiding of overtime or premium pay.

## **ARTICLE 30. BASIS OF COMPENSATION**

- 30.1 There are two rates of pay for hours worked as follows:
- 30.1.1 Regular Rate: Basic rate plus differential, if any.
  - 30.1.2 Overtime Rate: One and one-half (1½) times the regular rate.
- 30.2 The overtime rate is paid under either of the following conditions. (Any hours for which the overtime rate is paid shall not be considered to constitute a part of the normal workday or normal workweek except that work scheduled on Sunday will be considered part of the normal workweek.):
- 30.2.1 Hours worked in excess of eight in one day.
  - 30.2.2 Hours worked in excess of forty in one calendar week provided the overtime rate has not already been paid under Paragraph 30.2.1 for the same hours.
- 30.3 Appropriate call-out pay to an employee will be determined by the following:
- 30.3.1 A full-time or part-time employee who has completed an eight-hour tour of duty and has left the Company premises may be called back to work. When this occurs, the employee shall receive a minimum of two (2) hours pay at the overtime rate for the call-out.
  - 30.3.2 A full-time employee who is called out on a nonscheduled day shall receive a minimum of two (2) hours pay at the overtime rate for the first call-out. Should an employee be called out again, the employee will be paid a minimum of two (2) hours pay at the overtime rate for this and each succeeding call-out on the same day.
- 30.4 Call-out pay and overtime pay are not paid concurrently.
- 30.5 A premium consisting of one-half the regular rate of pay will be paid for Sunday work.
- 30.6 Regular rates will be paid for all other hours worked except holiday time worked.
- 30.6.1 The following paid time items as referenced in the contract shall be considered as hours worked in determining overtime computations:  
  
Holiday time (18.1); paid vacation time (MIFA # 2 Article 5: Vacation Time – General Provisions); death in the immediate family (21.1);



time off for visit to company doctor (21.3); jury duty (21.4); witness time (21.5); time spent with representatives of management to discuss grievances and complaints (21.6); and voting time (21.7).

In addition, time off for Military Reserve Training will be considered as hours worked for the purposes of computing overtime.

Otherwise, only hours actually worked shall be counted in determining when overtime shall apply.

## **ARTICLE 31. TEMPORARY EMPLOYEES**

- 31.1 Employees may be engaged on a temporary basis from time to time for a specific project or need (arising, for example, because of a resort season, technological change, etc.) or for the purpose of relieving regular employees who are absent due to sickness, leaves of absence, furloughs, or vacations. They may also be engaged for the purpose of augmenting the regular force to meet the requirements of the service that may be occasioned by resignations, dismissals, increased traffic loads, or any other condition which may bring about a force shortage. It is definitely understood that the employment of temporary employees is to terminate upon completion of the project or fulfillment of need.
- 31.2 After being classified as temporary for twelve (12) consecutive months, an employee will be reclassified as a regular employee.
- 31.3 Temporary employees shall receive the same wage treatment and consideration as regular employees covered hereby with the exception of the provisions of the following Articles and any other then current provisions or agreements (e.g., MOAs, LOIs, etc.) related to these Articles:
- A. Article 18 (Holidays and Holiday Premiums);
  - B. Article 19 (Vacations);
  - C. Article 20 (Short Term Disability);
  - D. Article 21 (Leaves of Absence);
  - E. Article 28 (Hours of Work – Plant Department);
  - F. MIFA # 2 Article 6 (Long Term Disability);
  - G. MIFA # 2 Article 7 (Health and Basic Life Insurance Benefits); and,
  - H. MIFA # 2 Article 8 (Retirement Benefits).
- 31.3.1 Exceptions A, B, D and E (Holidays and Holiday Premiums, Vacations, Leaves of Absence, and Hours of Work – Plant Department) in Section 31.3 shall not apply to temporary employees who are reemployed within six (6) calendar months into the same classification held immediately before their release. For

all other temporary employees, exceptions A, B, D and E (Holidays and Holiday Premiums, Vacations, Leaves of Absence, and Hours of Work – Plant Department) shall not apply after six (6) consecutive calendar months as a temporary employee. Exceptions C, F, G and H (Short Term Disability, Long Term Disability, Health and Basic Life Insurance Benefits, and Retirement Benefits) shall always apply to all temporary employees.

- 31.4 It is not the intent of the Company to lay off regular full-time employees and return them to temporary status for the purpose of avoiding payment of benefits.

**Exhibit A****Section 1. Wage Schedules**

NOTE: The following job titles are contained in IBEW 723 South only:

- \* Building Services Technician
- \* Collector/Maintainer
- \* Facility Locate Assigner
- \* Sales and Service Technician I
- \* Storekeeper
- \* Vehicle Maintenance Technician

**Wage Schedule 3**

<b>Interval</b>	<b>Current Rate</b>	<b>Effective 5/8/2016</b>	<b>Effective 5/7/2017</b>	<b>Effective 5/6/2018</b>	<b>Effective 5/5/2019</b>
Start	\$15.78	\$16.10	\$16.42	\$16.75	\$17.16
6 Mo.	\$16.61	\$16.94	\$17.28	\$17.63	\$18.07
12 Mo.	\$17.49	\$17.84	\$18.20	\$18.56	\$19.02
18 Mo.	\$18.48	\$18.85	\$19.23	\$19.61	\$20.10
24 Mo.	\$19.60	\$19.99	\$20.39	\$20.80	\$21.32
30 Mo.	\$20.86	\$21.28	\$21.70	\$22.14	\$22.69
36 Mo.	\$22.27	\$22.72	\$23.17	\$23.63	\$24.22
42 Mo.	\$23.88	\$24.36	\$24.84	\$25.34	\$25.98
Top	\$25.81	\$26.33	\$26.85	\$27.39	\$28.07

Job Title(s): Collector/Maintainer  
Public Access Sales Technician  
Storekeeper

**Wage Schedule 4**

<b>Interval</b>	<b>Current Rate</b>	<b>Effective 5/8/2016</b>	<b>Effective 5/7/2017</b>	<b>Effective 5/6/2018</b>	<b>Effective 5/5/2019</b>
Start	\$17.02	\$17.36	\$17.71	\$18.06	\$18.51
6 Mo.	\$17.90	\$18.26	\$18.62	\$19.00	\$19.47
12 Mo.	\$18.95	\$19.33	\$19.72	\$20.11	\$20.61
18 Mo.	\$20.06	\$20.46	\$20.87	\$21.29	\$21.82
24 Mo.	\$21.35	\$21.78	\$22.21	\$22.66	\$23.22
30 Mo.	\$22.76	\$23.22	\$23.68	\$24.15	\$24.76
36 Mo.	\$24.48	\$24.97	\$25.47	\$25.98	\$26.63
42 Mo.	\$26.31	\$26.84	\$27.37	\$27.92	\$28.62
Top	\$28.62	\$29.19	\$29.78	\$30.37	\$31.13

Job Title(s): Construction Technician

**Wage Schedule 5**

**Exhibit A**

<b>Interval</b>	<b>Current Rate</b>	<b>Effective 5/8/2016</b>	<b>Effective 5/7/2017</b>	<b>Effective 5/6/2018</b>	<b>Effective 5/5/2019</b>
Start	\$17.09	\$17.43	\$17.78	\$18.14	\$15.59
6 Mo.	\$18.03	\$18.39	\$18.76	\$19.13	\$19.61
12 Mo.	\$19.07	\$19.45	\$19.84	\$20.24	\$20.74
18 Mo.	\$20.26	\$20.67	\$21.08	\$21.50	\$22.04
24 Mo.	\$21.59	\$22.02	\$22.46	\$22.91	\$23.48
30 Mo.	\$23.08	\$23.54	\$24.01	\$24.49	\$25.10
36 Mo.	\$24.84	\$25.34	\$25.84	\$26.36	\$27.02
42 Mo.	\$26.82	\$27.36	\$27.90	\$28.46	\$29.17
Top	\$29.23	\$29.81	\$30.41	\$31.02	\$31.79

Job Title(s): Facility Locate Assigner  
Sales and Service Technician II  
Sales and Service Technician II- Fiber  
Senior Construction Technician

**Wage Schedule 6**

<b>Interval</b>	<b>Current Rate</b>	<b>Effective 5/8/2016</b>	<b>Effective 5/7/2017</b>	<b>Effective 5/6/2018</b>	<b>Effective 5/5/2019</b>
Start	\$17.47	\$17.82	\$18.18	\$18.54	\$19.00
6 Mo.	\$18.42	\$18.79	\$19.16	\$19.55	\$20.04
12 Mo.	\$19.53	\$19.92	\$20.32	\$20.73	\$21.24
18 Mo.	\$20.74	\$21.15	\$21.58	\$22.01	\$22.56
24 Mo.	\$22.09	\$22.53	\$22.98	\$23.44	\$24.03
30 Mo.	\$23.71	\$24.18	\$24.67	\$25.16	\$25.79
36 Mo.	\$25.53	\$26.04	\$26.56	\$27.09	\$27.77
42 Mo.	\$27.60	\$28.15	\$28.72	\$29.29	\$30.02
Top	\$30.14	\$30.74	\$31.36	\$31.98	\$32.78

Job Title(s): Building Services Technician  
Vehicle Maintenance Technician

**Exhibit A****Wage Schedule 7**

<b>Interval</b>	<b>Current Rate</b>	<b>Effective 5/8/2016</b>	<b>Effective 5/7/2017</b>	<b>Effective 5/6/2018</b>	<b>Effective 5/5/2019</b>
Start	\$18.09	\$18.46	\$18.82	\$19.20	\$19.68
6 Mo.	\$19.11	\$19.49	\$19.88	\$20.28	\$20.79
12 Mo.	\$20.26	\$20.66	\$21.08	\$21.50	\$22.04
18 Mo.	\$21.54	\$21.97	\$22.41	\$22.86	\$23.43
24 Mo.	\$22.99	\$23.45	\$23.92	\$24.40	\$25.01
30 Mo.	\$24.67	\$25.17	\$25.67	\$26.19	\$26.84
36 Mo.	\$26.62	\$27.15	\$27.70	\$28.25	\$28.96
42 Mo.	\$28.86	\$29.44	\$30.03	\$30.63	\$31.39
Top	\$31.57	\$32.20	\$32.85	\$33.51	\$34.34

Job Title(s): Equipment Installer  
 Network Technician  
 Sales and Service Technician I

**Wage Schedule 8**

<b>Interval</b>	<b>Current Rate</b>	<b>Effective 5/8/2016</b>	<b>Effective 5/7/2017</b>	<b>Effective 5/6/2018</b>	<b>Effective 5/5/2019</b>
Start	\$18.12	\$18.48	\$18.85	\$19.22	\$19.70
6 Mo.	\$19.31	\$19.69	\$20.09	\$20.49	\$21.00
12 Mo.	\$20.61	\$21.02	\$21.44	\$21.87	\$22.42
18 Mo.	\$22.16	\$22.60	\$23.06	\$23.52	\$24.10
24 Mo.	\$23.93	\$24.41	\$24.90	\$25.40	\$26.03
30 Mo.	\$25.97	\$26.48	\$27.01	\$27.55	\$28.24
36 Mo.	\$28.46	\$29.03	\$29.61	\$30.20	\$30.95
42 Mo.	\$31.45	\$32.08	\$32.72	\$33.38	\$34.21
Top	\$35.13	\$35.83	\$36.55	\$37.28	\$38.21

Job Title(s): Customer Engineer - Data Applications

## **Exhibit A**

### **Section 2. Application of Wage Schedules**

- 2.1 An employee shall receive a wage progression increase each six (6) months until they reach the final progression step.
- 2.2 All wage adjustments will be implemented by payroll period according to the following system:
  - 2.2.1 A scheduled increase falling within the first 7 days of a 2-week pay period will be effective from the first day of that 2-week pay period.
  - 2.2.2 A scheduled increase falling within the second 7 days of a 2-week pay period will be effective from the first day of the next following 2-week pay period.
  - 2.2.3 Such adjustments establishing the effective date of an increase to meet the first day of a 2-week pay period will not change the date from which the time interval for the next increase will be computed.
- 2.3 New, inexperienced employees shall be employed at the starting rate applying to the position title classification. New, experienced employees may be employed at a rate commensurate with the employee's ability and experience in the position title being applied for, provided, however, that the rate determined is mutually agreeable to the Company and the Union.
- 2.4 Employees transferred into this contract from other employee units in the Company will be granted such credit as the Company deems equitable in each specific case.

### **Section 3. Premium Payments**

- 3.1 A premium of \$1.25 per hour will be paid for any hour or portion thereof worked between 10:00 p.m. and 6:00 a.m. This premium does not apply when any other premium or overtime is applicable.

### **Section 4. In-Charge Differential**

- 4.1 Employees assigned to be in charge of two (2) or more other employees for a minimum of one hour, shall be designated as a “leadperson” and shall be paid one dollar (\$1.00) per hour above the rate specified in Exhibit A to compensate them for additional responsibility. Employees designated as “leadperson” shall normally be from the area in which the work is performed.

**Exhibit A**

- 4.2 When an employee is temporarily assigned to replace a supervisor for a minimum of one hour, the employee shall receive a differential of \$1.00 per hour above the employee’s basic rate for all hours worked or fraction thereof during the period of the assignment.
- 4.3 Assignments to in-charge will be on a voluntary basis.

**Section 5 – Job Classification Combinations & Redesignations**

- 5.1 During 2012 MIFA # 2 negotiations, the Company and the Union agreed to, effective as soon as administratively feasible following Ratification of the MIFA # 2 Agreement, combine and/or re-designate the following job titles/classifications wherever they appear in the Agreement and in any negotiated Memoranda of Agreement, Letters of Intent, etc. that continue on their own terms or are renewed during 2012 MIFA # 2 negotiations:

<u>Current Title/Classification</u>	<u>New Title/Classification</u>
Business Zone Technician I	Sales and Service Technician I
Customer Zone Technician II	Sales and Service Technician II *
Fiber Network Field Technician	Sales and Service Technician II – Fiber *
<p><i>* The job duties and responsibilities of the Sales and Service Technician II and Sales and Service Technician II – Fiber classifications will be the same; these two classifications shall be treated as one classification, except that for purposes of the scheduling of tours, the scheduling of vacation time, overtime administration, and force adjustments under Article 15, they shall be treated as separate classifications. Should the Company or Union see the need in the future to discuss this treatment of these classifications, the responsible officials of the Company and the Union will meet and confer over the matter.</i></p>	
Customer Zone Technician III	Utility Worker
Lineworker	Construction Technician
Cable Splicer	Senior Construction Technician
Customer Zone Technician I	Network Technician

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION 723**

**BUMPING 723 SOUTH**

Any employee in the Telephone Services Technician classification at the time of the split to the Cable Splicer\*, Facility Maintainer (CZT II\*\*) and Construction Installer Maintainer classifications shall have bumping rights between the Cable Splicer, Facility Maintainer (CZT II) and Construction Installer Maintainer classifications.

This Memorandum of Agreement shall expire on May **9, 2020**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall not survive the expiration of this Agreement unless agreed to by the parties in writing.

\* Re-designated to Senior Construction Technician in 2012 negotiations

\*\* Re-designated to Sales and Service Technician II in 2012 negotiations

For the Company:

For the Unions:

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Peter Homes  
Director, Labor Relations

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Corey Lehman  
IBEW Local 723, Business Manager



**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION 723**

**CDL LICENSING/DOT PHYSICALS AND DRUG TESTS**

The Company agrees to reimburse those employees in job classifications requiring CDL licenses the difference of costs incurred between renewing an employee's operator license and a Commercial Drivers License (CDL). In addition the Company agrees to reimburse the costs incurred by employees that as a result of State and Federal Law mandates are required to take the DOT Physical and Drug Test.

This agreement is effective upon ratification and shall expire on May **9, 2020**. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on May **9, 2020**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

For the Company:

For the Unions:

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Peter Homes  
Director, Labor Relations

---

Corey Lehman  
IBEW Local 723, Business Manager

**LETTER OF INTENT**  
**between**  
**FRONTIER NORTH INC.**  
**and**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,**  
**LOCAL UNION 723**

**CLASSIFICATION TITLES**

Frontier North Inc. and the International Brotherhood of Electrical Workers, Local Union 723 agree to remove specific Classification Titles and their associated wage schedules from the body of the Collective Bargaining Agreement. The intent of so doing shall be to retain the negotiated titles/wage schedules as noted in the Collective Bargaining Agreement effective January 21, 2001, for future utilization should the need arise to populate these specific classifications in the future. The following classification titles shall not appear in the new Collective Bargaining Agreement:

Building Mechanic  
Customer Zone Technician III  
Facility Assignment Representative  
Service Clerk Supply Attendant  
Utility Worker

This Letter of Intent shall be in effect for the life of the Primary Agreement.

For Frontier North Inc.:

For IBEW Local 723:

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Robert J. Costagliola  
Senior Vice President, Labor  
Relations

---

Bruce Getts  
Business Manager

[Existing LOI that was “continued as is” in 2016 MIFA # 2 negotiations]

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION 723**

**COMPENSATED AVAILABILITY**

In selected classifications and locations, where business needs exist, Compensated Availability will be established.

1. The election to participate in Compensated Availability will normally be voluntary on the part of the employee. However, where business needs exist, management may rotate employees in inverse order of seniority on Compensated Availability.
2. Employees on Compensated Availability shall normally be excused from overtime assignments other than “call-outs” involving critical or emergency services.
3. Such "Compensated Availability" shall be rotated among those qualified employees in the selected classifications and locations by seniority.
  - A. No employee in a work group may be required to work Compensated Availability for more than three (3) weeks during a thirteen (13) week schedule.
  - B. Notwithstanding the provisions of (a) above, an employee may volunteer to work more than three (3) weeks of Compensated Availability if he or she desires to do so.
4. Single assignment on a scheduled day, (8:00 a.m. to 7:59 a.m. the following day), shall be compensated at \$20.00 per day. In the case of a non-scheduled day, (8:00 a.m. to 7:59 a.m. the following day), compensation will be \$30.00 per day and for Holidays (8:00 a.m. to 7:59 a.m. the following day), compensation will be \$35.00. In the case of a weekend only assignment coverage will be from 5:00 p.m. Friday to 8:00 a.m. the following Monday, and compensation shall be \$70.00. In the case of a week assignment, coverage will be from 8:00 a.m. Monday to 7:59 a.m. the following Monday, and compensation will be \$160.00 for the week.
5. Employees assigned to “Compensated Availability” must be reachable on their Company-provided cell phone and, in situations where cell service may not be available to an employee, the employee must provide the Company with an alternate telephone number where they can be reached.

6. If work is performed, the employee shall receive the minimum compensation referenced in Article 30.7 for each instance that they are called from home. In addition, the employee shall be paid overtime computed from the time the employee leaves home until returning home.
7. This practice does not supersede normal call-out procedures if additional employees are required to work.
8. Employees assigned to such duty must be available to promptly respond to a call out and accessible during the term of assignment in order to receive compensation.
9. When assigned "Compensated Availability" the employee may be granted permission where practical to take a Company vehicle home if not already participating in Home Dispatch. The employee shall exercise reasonable care for the security and safety of the vehicle and tools. It is understood the vehicle and tools are not available for personal use.
10. If "Compensated Availability" assignments conflict with the employee's personal calendar, he or she will be afforded the opportunity to trade days or weeks with supervisory approval. Solicitation of the trade will be the responsibility of the employee.
11. It is not the intent of this agreement to circumvent vacation or holiday scheduling, payment, premiums or overtime provisions.
12. When management is aware of a continuous need for "Compensated Availability" prior to the posting of the 13 week schedule, management will post a schedule allowing employees to voluntarily bid on available weeks of "Compensated Availability" in order of seniority.

This Memorandum of Agreement is effective on May 6, 2012, and shall expire on May 9, 2020. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on May 9, 2020, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

For the Company:

For the Unions:

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Peter Homes  
Director, Labor Relations

---

Corey Lehman  
IBEW Local 723, Business Manager

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION 723**

**CUSTOMER ENGINEER – DATA APPLICATIONS**

1. Frontier North Inc. (“the Company”) and the International Brotherhood of Electrical Workers, Local Union 723 South, agree to establish the classification of Customer Engineer – Data Applications and the provisions set forth in this Memorandum of Agreement.
2. The Customer Engineer – Data Applications classification will be placed on IBEW wage Schedule 8.
3. The Company may develop and implement incentive programs which will provide participating Customer Engineers – Data Applications the opportunity to earn cash, merchandise, and/or other awards based on performance in achieving objectives developed and administered solely by the Company. Employees will be responsible for any tax liability that arises out of participation in the incentive program.

The Company shall have the responsibility to establish the standards of the program. This is not subject to the grievance and arbitration procedure of the Agreement. However, administration of the program and/or disputes arising from the payment in accordance with the terms of the incentive plan is subject to the grievance and arbitration procedures. It is understood by the parties that there is no guarantee of incentive earnings under this plan.

4. In an endeavor to meet customer demands for service and ensure our continued success, employees may be assigned to a specific customer service order or sales contract. Customers who stipulate a particular Customer Engineer – Data Applications as a condition of their contract with Frontier North Inc., will be accommodated. Such accommodations may require call-outs, overtime, travel, etc. When an employee is required to travel, the Company will provide as much advance notice as possible.
5. Customer Engineers – Data Applications shall work where assigned by the Company and may cross any and all jurisdictional boundaries covered by the CBA between Frontier North Inc. and all unions. However, it is agreed that Customer Engineers from other Bargaining Units may not work within the jurisdictional boundaries of Local 723 South unless all Customer Engineers who are members of Local 723 South are unavailable and the total number of hours worked by employees from other bargaining units will not exceed the

following: 500 hours times the number of Local 723 South Customer Engineers up to a maximum of 2,000 hours per calendar year. Should, for any reason, the number of hours exceed this number in a calendar year, the overrun would be deducted from the allowable number of hours for the next year. Hours of work, overtime, and premium pay and holidays will be in accordance with the provisions of the home CBA except that any provisions requiring equalization of overtime shall not apply to Customer Engineers – Data Applications. Customer Engineers – Data Applications will be offered travel expenses under the school or expense provisions outlined in Article 27 of the CBA.

6. Professional business attire is required for Customer Engineers – Data Applications.
7. During the initial staffing of the Customer Engineer – Data Applications classification, IBEW bargaining members will be given consideration over non-bargaining unit employees. The parties agree that current employees who demonstrate the required job knowledge and aptitude through passing of the required tests will not be denied the position due to the lack of formal college degree.
8. Customer Engineers – Data Applications may be assigned to Home Dispatch.
9. This Memorandum of Agreement shall expire on May **9, 2020**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall terminate on May **9, 2020**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

For the Company:

For the Unions:

---

Peter Homes  
Director, Labor Relations

---

Corey Lehman  
IBEW Local 723, Business Manager

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION 723**

**DRUG AND ALCOHOL POLICY**

Frontier North Inc. (“the Company”) and the International Brotherhood of Electrical workers, Local 723, (“the Union”) are committed to maintaining a work place that is safe and free from drugs or alcohol, and the Company is obligated to comply with the requirements of federal, state and local laws.

The following represents the understanding of the Company and the Union concerning the implementation of the Company’s Drug and Alcohol Policy.

1. When, in the opinion of a Frontier supervisor, good reason has been established that an employee may have violated any of the restrictions of the Policy, the Company will require that the observations that result in the requirement for drug and/or alcohol screening be documented in writing by the management employee(s) who make(s) the observations. Good reason to pursue reasonable suspicion testing should be based on first-hand, specific, current observations concerning the appearance, behavior, speech or body odors of the employee. It is not the intent of the Company 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.
2. The Company acknowledges that employees will have the right to Union representation, as provided by the Weingarten decision, during the screening process. The Company has not agreed to representation that is beyond that provided in Weingarten.
3. At the time the specimen is collected, the employee will be provided the opportunity to provide two specimens in separate containers. The second specimen will be properly sealed and maintained so as to be available for re-test at the request of the employee and/or the Union as described below.
4. The Company agrees that the employee who tests positive on both the screen and the confirmation test will have the option to request the additional specimen be released to a certified lab to be re-tested. If there is no second specimen, a portion of the remaining specimen will be made available for re-

test. The Company responsibility for the chain of custody ends when the specimen is released at the direction of the second testing lab. The Union or the employee must make this request within ten (10) working days from the date the original test result is provided to the employee. It is understood that the employee and/or the Union are responsible to arrange for the test and all associated additional cost. The results of this re-test 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 also understood that in some small percentage of the cases, it is possible that there may not be enough of the specimen remaining to re-test.

5. 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.
6. The Company agrees that the drug screen will be “forensic quality”.
7. The Company agrees to provide information to employees concerning the Employee Assistance Program (EAP) and/or the availability of public and private drug treatment counseling, rehabilitation and other drug and alcohol abuse treatment programs.

This Memorandum of Agreement shall become effective on May 6, 2012, and shall automatically continue in full force and effect.

For Frontier North Inc.:

For IBEW Local 723:

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Robert J. Costagliola  
Senior Vice President, Labor  
Relations

---

Bruce Getts  
Business Manager



**MEMORANDUM OF AGREEMENT**  
**between**  
**FRONTIER NORTH INC.**  
**and**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,**  
**LOCAL UNION 723**  
**EQUIPMENT INSTALLER**

The Union and the Company agree to establish the job classification of Equipment Installer.

For these employees, if the day to day work rules and working conditions between this agreement and Blue Book agreement are in conflict, then the Blue Book shall take precedence. Other items, i.e. benefits, pension and layoff will fall under 723 South and Corydon agreement.

By establishing this classification, the Company is not guaranteeing that the position will be staffed during the life of this agreement.

Regardless of whether this classification is staffed or not, the Company retains its existing right to contract out the Equipment Installer functions or work Equipment Installer employees from the Blue Book in the 723 South and Corydon jurisdiction.

This agreement shall automatically continue in full force and effect thereafter until terminated by either party.

For Frontier North Inc.:

For IBEW Local 723:

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Robert J. Costagliola  
Senior Vice President, Labor  
Relations

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Bruce Getts  
Business Manager

[Existing MOA that was “continued as is” in 2016 MIFA # 2 negotiations]

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION 723**

**FLOATING HOLIDAYS**

Frontier North Inc. (“the Company”) and the International Brotherhood of Electrical Workers, Local Union 723, agree to the following provisions regarding the utilization and payment of floating holidays:

1. If an employee elects and exercises his/her retirement option, unused floating holidays will be paid out to the employee after working one (1) day into the calendar year and may be paid out as a lump sum after the employee’s last scheduled work day.
2. If an employee elects and exercises separation under the Company’s Income Security Plan, unused floating holidays will be paid out to the employee after working one (1) day into the calendar year and may be paid out as a lump sum after the employee’s last scheduled work day.
3. Other than the exceptions noted above all floating holidays must be utilized prior to an employee’s last day worked and within the calendar year for which they are granted.

This Memorandum of Agreement is effective on May 6, 2012, and shall expire on May 9, 2020. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on May 9, 2020, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing

For the Company:

For the Unions:

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Peter Homes  
Director, Labor Relations

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Corey Lehman  
IBEW Local 723, Business Manager

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION 723**

**HOME DISPATCH**

Frontier North Inc. (“the Company”) and International Brotherhood of Electrical Workers, Local Union 723 agree to continue the Home Dispatch Program which will operate under the following provisions:

1. The Company shall determine the eligible job classifications and work groups. The Company may establish eligibility criteria for participation in the Home Dispatch Program. The Home Dispatch Program may be presented on an individual basis or to groups of employees at the Company's discretion.
2. Participation in the Home Dispatch Program will be voluntary; however, employees who elect to participate will be required to remain in the program for a minimum of thirteen (13) weeks.
3. Under this program, employees will report directly to a work site or sites and will travel on their own time. The scheduled workday will commence at the time designated by management, and the employee's scheduled tour will begin at the designated work site. The employee's first and last assignments should normally be within the Headquarters that serves as their headquarters location. On occasions when the first or last assignment is outside the Headquarters, employees will be paid for the reasonable time to travel from their headquarters location to the first job site or return to their headquarters location from the last job site.
4. Employees who participate will be furnished a Company vehicle for travel to and from work. These vehicles will be used only for business purposes. Travel to and from home shall not be paid.
5. Employees must live within twenty-five (25) miles of their headquarters location to be eligible to participate in the Home Dispatch Program. Should the employee live beyond the twenty-five (25) mile limit, the Company may make an exception based on individual circumstances.
6. Employees will not be required to use personal time to maintain company vehicles. However, they shall be responsible to adhere to vehicle maintenance schedules for their assigned Company vehicle in accordance with the Company's preventive maintenance program.

7. Employees will be expected to exercise good judgment in the use, storage and care of the Company vehicle.
8. The contents of this Memorandum of Agreement shall be subject to the Grievance and Arbitration procedures as set forth in Articles 11 and 12.
9. The Company will be responsible for providing all insurance coverage for participating employees and their assigned Company vehicle just as it does for other Company employees and vehicles during normal working hours.
10. Should an employee's Headquarters location change after implementation of the Home Dispatch Program, the affected employee(s) will have the option to discontinue participation in the program during the thirteen (13) weeks minimum participation period.
11. Should the Company decide to discontinue the program, a thirty (30) day notice will be given to the local union and employees who are participating. Employees desiring to discontinue participation may be required to provide a thirty (30) day notice. Employees who deviate from the provisions of the program may be removed from participation at management's discretion.
12. This Memorandum of Agreement is effective on May 6, 2012, and shall expire on May 9, 2020. The parties specifically agree that the terms and conditions set forth in this Memorandum of agreement shall also terminate on May 9, 2020, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

For the Company:

For the Unions:

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Peter Homes  
Director, Labor Relations

---

Corey Lehman  
IBEW Local 723, Business Manager

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION 723**

**JURISDICTION**

The Company and the Union agree in the event of a layoff, the crossing of employees between the Corydon/South bargaining units within the same classification or where the laid off employee is qualified will be restricted to no more than ten (10) hours per calendar week under normal circumstances, service emergency excepted.

This MOA is effective upon ratification and shall expire on May **9, 2020**, unless agreed by both parties.

For the Company:

For the Unions:

---

Peter Homes  
Director, Labor Relations

---

Corey Lehman  
IBEW Local 723, Business Manager

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION 723**

**LAYOFF**

When there are laid off/force adjusted employees, the Company and the Union agree that qualified IBEW employees within the headquarters (as defined in Article 3.11) will be considered for vacancies before the positions are filled with any other candidates. It is the employee's responsibility to notify the Company at the time he/she submits his/her self nomination form that he/she is laid off or force adjusted.

For Frontier North Inc.:

For IBEW Local 723:

---

Robert J. Costagliola  
Senior Vice President, Labor  
Relations

---

Bruce Getts  
Business Manager

[Existing MOA that was “continued as is” in 2016 MIFA # 2 negotiations]

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION 723**

**MEDIATION/ARBITRATION**

The Company and the Union agree to the following operating rules for the Mediation/Arbitration process.

OPERATING RULES

1. Upon mutual agreement between the Company and the Union, a grievance may be taken to mediation.
2. The grievant shall have the right to be present at the mediation conference.
3. Each party shall have one principle spokesperson at the mediation conference.
4. Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one copy of the written grievance, to be used solely for purposes of statistical analysis.
5. Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at Step 2 of the grievance proceedings, the rules of evidence will not apply, and no record of the mediation conference shall be made.
6. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
7. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision, unless both parties agree that no decision shall be provided.
8. The mediator shall state the grounds of his advisory decision.
9. The advisory decision of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.
10. If no settlement is reached at mediation, the parties are free to arbitrate.

11. A request for arbitration must be made within forty-five (45) days of the mediation conference.
12. In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation conference may be used against it at arbitration.
13. The mediator shall conduct no more than three mediation conferences per day.
14. The Company and the Union will each pay one-half (½) of the mediator's fees and expenses.
15. The Company will pay one-half (½) the wages of the grievant or the steward for the time spent participating in the mediation conference.

This Memorandum of Agreement shall expire on May **9, 2020**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall not survive the expiration of this agreement unless agreed to by the parties in writing.

For the Company:

For the Unions:

---

Peter Homes  
Director, Labor Relations

---

Corey Lehman  
IBEW Local 723, Business Manager



**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION 723**

**RECLASSIFICATION OF NETWORK BZT I'S in 2006 NEGOTIATIONS**

RECLASSIFY: Business Zone Technician I's\* working primarily network activity/circuits

TO: Customer Zone Technician II\*\*

WAGE SCHEDULE: Hourly wage rate grandfathered at WS 7

JOB DUTIES: BZT's reclassified to the CZT II classification as a result of 2006 negotiations will in priority order perform business network activity, insofar as service requirements permit. Business network activities and special circuits will be the job responsibility/function of the CZT II classification.

\* Re-designated to Sales and Service Technician I in 2012 negotiations

\*\* Re-designated to Sales and Service Technician II in 2012 negotiations

For Frontier North Inc.:

For IBEW Local 723:

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Robert J. Costagliola  
Senior Vice President, Labor  
Relations

---

Bruce Getts  
Business Manager

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION 723**

**SALES AND SERVICE TECHNICIAN I**

The parties agree that a Sales and Service Technician I who either successfully completes a Frontier climbing course, or who has completion of a climbing course on his/her training record as of the effective date of this agreement, will have bumping rights to the job classification of Sales and Service Technician II. This agreement, however, will not reduce the affected employee's right to bump beyond what exists today.

This Memorandum of Agreement shall expire on May **9, 2020**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall not survive the expiration of this Agreement unless agreed to by the parties in writing.

For the Company:

For the Unions:

---

Peter Homes  
Director, Labor Relations

---

Corey Lehman  
IBEW Local 723, Business Manager

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION 723**

**SALES AND SERVICE TECHNICIAN II – FIBER**

Frontier North Inc. (“the Company”) and the International Brotherhood of Electrical Workers, Local Union 723, agree to the following:

1. The title Sales and Service Technician II – Fiber will be placed on Wage Schedule 9 of the collective bargaining agreement. This title will be responsible for tasks assigned by the Company in connection with service order and repair activity on fiber network facilities between and including the customer-serving terminal and into the customer’s premise, as well as installation activity at the fiber hub. These tasks will include, but not be limited to, installation and maintenance of voice, data and video equipment and/or service at the customer premise, in addition to providing revenue enhancing offers to the customer. It is understood that the installation of the Optical Network Terminal (ONT) may be assigned to other job titles at the Company’s discretion.
2. The Company reserves the right to establish work schedules consistent with the collective bargaining agreement, requirements for training, selection, certification, Frontier Business Attire, appearance and other requirements for Sales and Service Technician II – Fiber.
3. These positions will be staffed, for a period of time to be determined by the Company, from existing Sales and Service Technician II’s who meet all requirements set by the Company. In making these selections, the Company will consider the employee’s seniority but reserves the right to make these designations on its determination of the employee meeting its requirements.
4. Future positions will be filled according to the Job Application Procedures outlined in Article 16. Candidates for these positions will be required to pass appropriate testing and all other requirements for this position as determined by the Company.

This Memorandum of Agreement is effective on May 6, 2012.

For Frontier North Inc.:

For IBEW Local 723:

---

Robert J. Costagliola  
Senior Vice President, Labor  
Relations

---

Bruce Getts  
Business Manager

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION 723**

**TEN HOUR/FOUR DAY WORKWEEK**

The Company and the Union agree to establish a ten (10) hour day, four (4) day workweek. The terms of this Agreement shall take precedence over the principal agreement between the parties.

1. Management will select the job classification, reporting locations, and occasions where the "four-ten" schedules will apply. The "four-ten" schedules shall include at least two consecutive days off. Employees will not be scheduled on both a Saturday and Sunday on the same weekend. Employee(s) and management may mutually agree to waive the foregoing restrictions on the scheduling of "four-ten" workweeks.
2. Overtime - Overtime will be paid for hours worked in excess of ten (10) in any one day or forty (40) in any one week.
3. Holidays -
  - A. Weeks which contain a recognized holiday as described in Article 18.1 shall be scheduled on the basis of five (5) eight (8) hour tours.
  - B. Floating Holiday payment will be made on the basis of a ten (10) hour day with the opportunity to make up time during any week if applicable. Employees on 4/10's will not gain an advantage of floating holiday hours over someone on five (5) eight hour tours.
4. Vacation – Vacation shall be paid on the basis of forty (40) hours for the week not worked or ten (10) hours for day at a time vacation. Employees on 4/10's will not gain an advantage of vacation hours over someone on five (5) eight hour tours.
5. Authorized Paid Absences – Under Article 21 where payment is provided for authorized absences, the pay will be up to ten (10) hours per day.
6. Sickness-Disability Benefits – Payments will be made on the basis of a ten (10) hour day.
7. If the Company deems it advisable to post a 6 week schedule which will include a ten hour, four-day workweek, it shall be done in accordance with Article 28 in the current Agreement.

8. Disputes arising contrary to the intended use of "four-ten" hour tours shall be subject to the grievance-arbitration procedure.
9. Under Article 25, if employees report in person at their assigned reporting locations, they will be paid a minimum of five (5) hours.

For Frontier North Inc.:

For IBEW Local 723:

---

Robert J. Costagliola  
Senior Vice President, Labor  
Relations

---

Bruce Getts  
Business Manager

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION 723**

**TERMINATION PAY**

1. Frontier North Inc. (“the Company”) and International Brotherhood of Electrical Workers, Local Union 723 agree that employees force reduced under Article 15 who have not been offered the Income Security Plan (ISP) shall be permitted to elect Termination Pay in place of bumping or lay off with recall rights.
2. Regular full time employees with accredited service of one (1) year or more are eligible for Termination Pay.
3. Eligible employees will receive Equivalent Pay of \$1,100, less withholding taxes, for each completed year of accredited service up to and including thirty (30) years for a maximum of \$33,000 prior to withholding taxes. The Termination Pay is not prorated for any partial year of service.
4. The dollar amounts set forth in this Agreement shall be prorated for regular part-time employees based on the average hours worked during the last twenty-six (26) pay periods; i.e., average of thirty (30) hours worked per week would result in termination benefits paid at 75% of those set forth above.
5. Employees electing Termination Pay will receive a lump sum payment for the entire amount of the Termination Pay, paid in the month following the month in which the employee leaves the service of the Company.
6. The services of employees receiving Termination Pay shall be completely terminated and no further obligation rests upon the Company with respect to that employee.
7. Reemployed employees must complete one (1) full year of accredited service with the Company before coming eligible again for any termination benefits including ISP and/or any ISP replacement or supplement. In subsequent terminations to which this Memorandum is applicable, the employee shall receive the difference between the termination benefits for which he or she is presently eligible and any benefits previously received.
8. All benefits payable under Termination Pay are subject to legally required deductions.

9. Termination Pay benefits shall not be made if the termination is the result of any sale or other disposition by the Company of the exchange or office at which the employee is working or from which the employee is assigned to work, when the employee is continued in the employment of the new management of the exchange or office.
10. Neither the determination of a surplus condition, eligibility for Termination Pay, or any part of Termination Pay or this Memorandum shall be subject to the arbitration procedure of the Collective Bargaining Agreement.
11. This Memorandum of Agreement is effective May 6, 2012, and shall expire on May **9, 2020**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on May **9, 2020**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

For the Company:

For the Unions:

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Peter Homes  
Director, Labor Relations

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Corey Lehman  
IBEW Local 723, Business Manager



**MEMORANDUM OF AGREEMENT**  
**between**  
**FRONTIER NORTH INC.**  
**and**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,**  
**LOCAL UNION 723**  
**UTILITY WORKER**

Management stipulates that the implementation of the Utility Worker classification will not be the cause of layoff in related classifications, nor will present employees in related classifications be reclassified to the Utility Worker classification.

This Memorandum of Agreement shall expire on May **9, 2020**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall not survive the expiration of this agreement unless agreed to by the parties in writing.

For the Company:

For the Unions:

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Peter Homes  
Director, Labor Relations

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Corey Lehman  
IBEW Local 723, Business Manager

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION 723**

**VACATION AND FLOATING HOLIDAY ANNUAL BID GUIDELINES**

Frontier North Inc. and International Brotherhood of Electrical Workers, Local Union 723, agree to the following provisions concerning the Annual Bid for full weeks off using Vacation and Floating Holidays. During this annual bid the following process will apply:

1. A vacation scheduling group (“group”) will consist of all employees in a classification within a single reporting location.
2. Floating holidays will be bid in the same manner and at the same time as vacations. All employees must bid five (5) Floating Holidays as a full week.
3. Minimum Monthly Allotment Formula for Annual Bid: The number of weeks the Company will make available for bid during each calendar month of the year being bid will at minimum equal 10% of the total of (a) the sum of the group’s annual allotted vacation weeks PLUS (b) the sum of the group’s annual full Floating Holiday weeks.
  - A. Fractions: If this formula results in a fraction, the number will be rounded up or down to the nearest whole number. Fractions ending in “.5” will be rounded up to the nearest whole number.
4. Designation of Weeks Available During Annual Bid Process: Using the minimum number of weeks that must be made available for bid during each calendar month (as calculated under Section 3), management will designate the number of weeks that will be available for bid during each calendar week of the calendar month, subject to the following:
  - A. For the purposes of this Memorandum of Agreement, any calendar week (Sunday through Saturday) which begins during the calendar month will be considered to be in the calendar month.
  - B. During the annual bid process, management guarantees that a minimum of one (1) week will be available for bid each calendar week in that calendar month, even in the event that the formula in Section 3 does not result in the availability of at least one (1) week available for bid during each calendar week of a calendar month.

C. Example: In a calendar month with eight (8) weeks of availability per month could be split up as follows:

- First calendar week: one (1) week is made available for bid;
- Second calendar week: two (2) weeks are made available for bid;
- Third calendar week: two (2) weeks are made available for bid; and,
- Fourth calendar week: three (3) weeks are made available for bid;
- Fifth calendar week: one (1) week is made available for bid.

5. After the annual vacation scheduling process and if work requirements permit, requests to reschedule selected vacation/Floating Holiday weeks, or to schedule any remaining unscheduled Floating Holiday(s), will be granted on a first-come, first served basis.

This Memorandum of Agreement is effective on May 6, 2012, and will expire on May 9, 2020. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on May 9, 2020, and shall not survive the expiration of this Agreement unless agreed to by the parties in writing.

For the Company:

For the Unions:

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Peter Homes  
Director, Labor Relations

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Corey Lehman  
IBEW Local 723, Business Manager

[Existing MOA that was “continued as is” in 2016 MIFA # 2 negotiations]

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION 723**

**VEHICLE MAINTENANCE TECHNICIAN**

The Company requires that all Vehicle Maintenance Technicians hold and maintain either an ASE-Certified Master Automobile Technician certification or an ASE-Certified Master Medium/Heavy Truck Technician certification (National Institute for Automotive Service Excellence).

Vehicle Maintenance Technician candidates who are otherwise qualified but lack the aforementioned certification can be selected for a Vehicle Maintenance Technician vacancy, but must obtain either an ASE-Certified Master Automobile Technician certification or an ASE-Certified Master Medium/Heavy Truck Technician certification within two (2) testing periods (usually twelve (12) months) from their date of hire or placement into the classification.

For Frontier North Inc.:

For IBEW Local 723:

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Robert J. Costagliola  
Senior Vice President, Labor  
Relations

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Bruce Getts  
Business Manager