

# **MIFA # 2 Appendix**

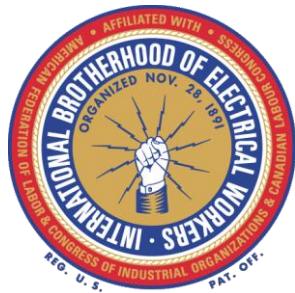
**Agreement between**



**Frontier North Inc.**

**and**

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



**Indiana Statewide Construction**

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

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## **ARTICLE 1. AGREEMENT**

- 1.1 Frontier North Inc., successor to General Telephone Company of Indiana, Inc. hereinafter referred to as the "Company", and Local Union No. 723 of the International Brotherhood of Electrical Workers, AFL-CIO, hereinafter referred to as the "Union", enter into this Agreement (hereinafter at times referred to as "Appendix 3 to MIFA # 2" or "this Appendix to MIFA # 2") dated **May 8, 2016**.

## **ARTICLE 2. DURATION OF AGREEMENT**

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

## **ARTICLE 3. UNION RECOGNITION**

- 3.1 As to Frontier North Inc. and the International Brotherhood of Electrical Workers Local Union No. 723 bargaining unit, the Company recognizes the Union as the sole bargaining agent for the regular and temporary employees of its Equipment Installers throughout the state and Construction Technicians throughout the state for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, and other conditions of employment.
- 3.2 It is understood that the present headquarters locations for the above employees are Elkhart, Fort Wayne, Lafayette, Richmond, Terre Haute, and Valparaiso with additional headquarters for Construction Technicians at Rushville. The Company herewith reserves the right to establish, upon appropriate notice to the Union, new headquarters locations in the State of Indiana, but such exclusive rights on the part of the Company shall not be exercised for the sole purpose of defeating the seniority provisions or expense allowances as hereinafter set forth.
- 3.3 The Union and the Company agree to keep each other currently advised of the names of their respective officers and representatives who are authorized to represent the parties.
- 3.4 This Agreement shall be binding upon the successors and assigns of the Company and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, reorganization, or assignment of the Company or by any change in the legal status, ownership, or management thereof.
- 3.5 The Company and the Union will strive at all times to promote harmony and efficiency to the end that the Public, the Company, and the Union may be

benefited.

- 3.6 The Company will advise all new employees that there is a collective bargaining Agreement between the Union and the Company and will furnish each such employee with a copy of the contract.
- 3.7 Neither the Company nor the Union shall in any manner discriminate against, interfere with, restrain, or coerce employees because of sex, race, creed, color, age, religion, national origin, qualified handicap, being Vietnam era veterans or disabled veterans, union membership or non-membership or because of participation or non-participation in activities on behalf of the Union.

## **ARTICLE 4. DISTRIBUTION OF AGREEMENT**

- 4.1 The Company agrees to have sufficient copies of this Agreement printed to provide a copy for each present and future employee in the bargaining unit and to distribute a copy to each such employee. Additional copies will be printed for the Union.
- 4.2 The Company and the Union will jointly bear the cost of having the Agreement printed.

## **ARTICLE 5. MANAGEMENT RESPONSIBILITIES**

- 5.1 Except as specifically limited by this Agreement, the Union recognizes that the Company has the sole right, authority, and responsibility to direct the business including, but not limited to, directing the work force consistent with safe working practices; determining size of work force; determining qualifications for jobs; creating, eliminating and combining jobs; hiring; training; promoting; disciplining or terminating employees, recognizing that all employees are to be treated with equal fairness and justice; determining products and services offered to customers and establishing reasonable work rules, working hours, regulations, and standards. Matters pertaining to the management of the business or direction of the work force not contained in this Agreement are to be handled in the manner determined solely by the Company.

## **ARTICLE 6. STRIKES OR WORK STOPPAGES**

- 6.1 The Company and the Union are in agreement that the only way to maintain job stability and improve the welfare of the employees is to preserve the goodwill and prosperity of the business and that this is accomplished in large part through prompt, courteous, interested, loyal and complete service to the Public on the part of the employees and the Company. Therefore, it is to the mutual interest of the Company and the Union that the business of

the Company shall continue without interruption or inconvenience to the Public.

- 6.2 The Union agrees that its representatives and its members are bound not to engage in any strike, sympathetic strike, refusal to work, slowdown, or work stoppage against the Company for the term of this Agreement.
- 6.3 The Company agrees not to lock out any employee nor discipline any employee for his/her refusal to cross a legal picket line providing the employee has made every reasonable effort to report to his/her work assignment.

## **ARTICLE 7. UNION MEMBERSHIP AND DUES DEDUCTION**

- 7.1 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.
  - 7.1.1 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.
    - 7.1.1.1 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.
- 7.2 Each employee, who is a member of the Union on the effective date of this Agreement, or who becomes a member of the Union during the term 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 a member of the Union during the term of this Agreement, on or after the thirtieth (30th) calendar day after becoming a member, whichever of these dates is later, until the termination of this Agreement.
- 7.3 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.
- 7.4 The Company shall incur no liability in connection with the administration of this Article.

- 7.5 Employees who are not members of the Union may voluntarily elect to pay amounts equal to union dues (hereinafter “dues equivalent amounts”), except during any period that, by Union rules or actions, dues payments are suspended or not enforced for regular members of the Union.
- 7.6 The Company shall make collection of union dues or dues equivalent amounts through 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 provided by the Union. All deductions shall be made monthly from the wages paid to employees.
  - 7.6.1 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.
  - 7.6.2 Deductions of dues or dues equivalent amounts shall be suspended during the period of an employee's leave of absence. No dues or dues equivalent amounts 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 or dues equivalent amounts in arrears.
  - 7.6.3 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 or dues equivalent amounts, and a list of names of those who had insufficient pay and for whom no dues or dues equivalent amounts were deducted. The list will also show name changes, new employees hired, and employees who have left the service of the Company.
    - 7.6.3.1 The cost to the Company of furnishing such information shall be paid by the Union.
  - 7.6.4 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.

- 7.7 If an employee who is obligated to pay union dues or who has voluntarily elected to pay dues equivalent amounts fails to comply with the preceding provisions, the Union shall advise that employee, by certified letter with a copy to the appropriate Human Resources 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 8. BULLETIN BOARDS**

- 8.1 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:
- 8.1.1 Meetings;
  - 8.1.2 Results of nominations and elections;
  - 8.1.3 Appointments to offices and committees;
  - 8.1.4 Social affairs of the Union;
  - 8.1.5 Agreements concluded by the Union and the Company;
  - 8.1.6 Only names and titles of political offices sought of political candidates endorsed by the IBEW Local Union's Political Action Committee; and
  - 8.1.7 Other official Union business.
- 8.2 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.
- 8.3 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.

- 8.4 No material shall be placed on Union bulletin boards except by designated Union representatives.

## ARTICLE 9. DEFINITIONS

- 9.1 **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.
- 9.1.1 Accredited service for part-time employees will be based on the accumulation of hours worked. For this purpose, forty (40) hours shall be considered to constitute one week except that not more than forty (40) hours shall be counted for any one week and not more than eight (8) hours shall be counted for any one day.
- 9.2 **Basic Wages, Pay:** The rates of pay exclusive of all differentials, premiums, or other extra payments.
- 9.3 **Calendar Week:** A consecutive period of seven days, the first day of which is Sunday.
- 9.4 **Differential Pay:** An additional payment given for certain responsibilities of positions assigned by management.
- 9.5 **Employee, Full-Time:** Regular and temporary employees who are normally scheduled to work at least forty (40) hours each week.
- 9.6 **Employee, Part-Time:** 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.
- 9.7 **Employee, Regular:** An employee whose employment is reasonably expected to continue for more than one year.
- 9.8 **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.

- 9.9 **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.
- 9.10 **Furlough:** Absence without pay for thirty (30) calendar days or less.
- 9.11 **Headquarters:** A town (as listed in 3.2) which is the place of employment for a particular employee or employees and on which the expense rate for that employee(s) is established.
- 9.12 **Holiday Pay:** The pay an employee receives for an authorized holiday or its observed equivalent, whether or not the employee is required to work.
- 9.13 **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.
- 9.14 **Holiday Work:** Any work or tour which begins on an authorized holiday or its observed equivalent.
- 9.15 **Layoff:** Reduction in the work force which protects, for up to two years, the laid off individual's length of seniority and accredited service held at the time of the layoff.
- 9.16 **Premium Pay:** The amount in addition to basic rates which an employee is paid for working less desirable hours (e.g., night or evening).
- 9.17 **Regular Pay:** Basic pay plus any differential pay.
- 9.18 **Scheduled Day Off:** The day or days that are designated as "off" by the

Company.

- 9.19 **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.
- 9.20 **Seniority:** See Article 15.
- 9.21 **Service Emergencies:** That period of time or condition when service essential to the Public is or would be impaired unless temporary measures are applied in an expedient manner.
- 9.22 **Service Requirements:** The requirements as determined by the Company that are necessary to provide adequate and satisfactory telecommunications service to telecommunications customers.
- 9.23 **Sunday Work:** Any work or tour which begins on Sunday.
- 9.24 **Work Day:** 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 work day on which such tour or call-out begins.

## **ARTICLE 10. PRODUCTIVE WORK BY MANAGEMENT**

- 10.1 The Company agrees that it, as a matter of policy, will not 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 the following productive work:
  - 10.1.1 To meet service emergencies.
  - 10.1.2 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. He/she will not be used to replace regular employees or, in any way, to cause part-timing and/or layoffs of employees covered under this Agreement.
  - 10.1.3 Work incidental to the enforcement of safety practices.
  - 10.1.4 When an appropriate employee is not available or cannot be reached for any assignment, productive work may be done by management personnel.

## **ARTICLE 11. GRIEVANCE PROCEDURE**

11.1 A grievance is a complaint by an employee or group of employees, for whom the Union is the bargaining agent, involving an alleged violation or interpretation of any provision of these Agreements. All grievances shall be submitted in writing and contain a clear, concise statement of the alleged violation, refer to the Contract provision allegedly violated, and identify and be signed by the aggrieved employee or employees.

11.2 Informal Verbal Issue Resolution Step

The immediate supervisor shall explore and discuss the employee's stated problem with the union 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 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 thirty (30) calendar days after the event giving rise to the grievance (15 days for disciplinary actions including termination). Any resolution 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 11.2, 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 this Agreement, 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 No grievance shall be eligible for handling hereunder unless proceedings to that end shall be begun within thirty (30) days after the event out of which such grievance shall have arisen, with the exception of disciplinary action including termination.

Grievances involving disciplinary action including termination shall not be eligible for handling hereunder unless proceedings to that end shall be begun within fifteen (15) days after the event out of which such grievance shall have arisen.

- 11.8.1 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 Sections of the Agreement, 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:
  - 11.8.1.1 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.
  - 11.8.1.2 In any case other than described in Paragraph 11.8.1.1 above, no adjustment in wages shall be made.
- 11.9 For the purpose of counting days or time periods within this 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 for taking such action.

- 11.10 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.

## **ARTICLE 12. ARBITRATION**

- 12.1 Only grievances which resulted from an alleged violation of the provisions of these Agreements which the parties are unable to settle by the use of the grievance procedure herein contained may be submitted to arbitration. Request for arbitration to the American Arbitration Association (with a copy to the Company) must be made in writing within thirty 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 provision of this Agreement, nor to rule on any question except the ones submitted for arbitration.

## **ARTICLE 13. CONTRACTING WORK**

- 13.1 Nothing in this Agreement shall be construed to limit the Company in the employment of such contract labor as in the discretion of the Company may

become necessary for the proper construction, installation, and maintaining of communication facilities owned, served and/or operated by the Company for the rendition of proper and adequate communication service to the Public. The Company shall not, however, enter into any contractual arrangement for the construction, installation, and current maintaining of Plant facilities as may result in the layoff or part-timing of its employees customarily performing work of the same nature as that to be provided under the contractual arrangement.

- 13.2 It is understood that nothing in this Section shall be construed to obligate the Company to have any employee work more than the normal workweek because of the use of contract labor in any exchange or area.

## **ARTICLE 14. DISCHARGE FOR CAUSE**

- 14.1 It is mutually agreed by the parties hereto that nothing in this Agreement shall restrict the right of the Company to discipline or discharge an employee, where such employee's efficiency, conduct, attendance, application or discharge of assigned duties are below the required standard; provided, however, that cases involving discipline or discharge from the Company may, at the request of the Union, be subject to review under the procedure set forth for the handling of such differences as provided under the Grievance Procedure and Arbitration Articles of this Agreement, except that cases involving probationary employees may not be submitted to arbitration.
- 14.2 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 after the act was committed, or (b) ten (10) working days after the date on which the Company completes its investigation 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.
- 14.3 The Company shall give the Business Manager of the Union written notification of the name of each discharged employee within five (**5**) working days after discharge.

## **ARTICLE 15. SENIORITY**

- 15.1 Employees shall have Bargaining Unit seniority based on the most recent date of employment by Frontier North Inc. or its predecessors, less deductions for leaves of absence.

- 15.1.1 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.
- 15.1.2 Where bargaining units within IBEW Local 723 have mutual reciprocity, Bargaining Unit seniority will be portable.
- 15.1.3 Except as provided in Section 15.1.3.1, 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.
  - 15.1.3.1 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.
- 15.2 The extent to which seniority shall govern in the case of assignment of vacations, promotion, or reclassification within work groups, assignment of hours, layoffs, and recall after layoffs shall be in accordance with the Sections covering these matters.

## **ARTICLE 16. FORCE ADJUSTMENTS**

- 16.1 If the Company determines that part-timing or layoffs, or both, are necessary due to adverse economic conditions or other reasons, it may carry out a reduction of the work force among its employees within their respective departments and their respective headquarters locations in accordance with the following conditions and in order of seniority, shortest to longest:
  - 16.1.1 First temporary, then part-time employees will be laid off.
  - 16.1.2 After layoffs are made in accordance with 16.1.1, full-time employees with less than one year of accredited service shall be part-timed or laid off, or both.
  - 16.1.3 The Union will be advised prior to the effective date of any layoff or part-timing affecting members of its bargaining unit.
- 16.2 If, after making the adjustments required in 16.1, conditions require further part-timing or layoffs, or both, the Company shall notify the Union of the need for further adjustments. Within fifteen (15) calendar days after the

Company has notified the Union, the Company and the Union shall meet to negotiate a plan for further part-timing or layoffs, or both. If no agreement on a plan for future force adjustments can be reached within the aforesaid fifteen (15) days, the following plan shall be applied, also in order of seniority, shortest to longest:

- 16.2.1 Any employees with less than one year of accredited service who were part-timed will be laid off.
  - 16.2.2 Part-timing or layoff, or both, of employees with one or more years of accredited service within the departments and exchanges affected by the part-timing or layoffs.
  - 16.2.3 An employee within the bargaining unit with one or more years of accredited service who is notified by the Company that he/she is to be laid off, shall have the right to claim a job in a classification in which he/she formerly worked, provided management decides he/she is able to perform the job satisfactorily and provided that the job is currently filled by an employee having less accredited service.
- 16.3 If the Company determines that layoffs are necessary within a job classification, it may carry out a reduction of the work force among its employees within a specific group headquarters. Such employees identified will have the opportunity to bump the least senior employee within that job classification and area. The areas are as follows:
1. Fort Wayne
  2. Valparaiso/Elkhart
  3. Terre Haute/Richmond/Lafayette/Rushville

## **ARTICLE 17. RECALL AFTER LAYOFFS**

- 17.1 Employees who are laid off will be recalled in the same jobs or in other jobs which they are qualified to perform in the inverse order in which they were laid off.
- 17.2 The Company shall not hire any new employees until it has offered recall by a registered letter, mailed to the last mailing address known to the Company, to all employees laid off during the last two years in the same headquarters, provided that, in the judgment of management, the laid off employees have sufficient qualifications to fill the jobs the Company has open and provided that they have incurred no physical impairment that would prevent their performing the work.

- 17.2.1 If the Company elects to offer a job as a regular employee (in the same headquarters location) which is within or outside the bargaining unit to an IBEW-represented employee, that employee must accept the job offered or be terminated.
- 17.3 It will be the responsibility of the laid off employees, who desire reemployment, to keep the Company informed as to their correct address and to advise the Company, within one week after the letter is sent by registered mail, of his/her acceptance of the job. The Company will assume that failure on the part of the laid off employee to notify the Company within the aforesaid week concerning acceptance of an offer of employment, or to report for duty within two weeks after accepting the job, constitutes a rejection.
- 17.4 Upon recall by the Company, laid off employees who are recalled within two years from the date of their layoff and who return to the Company shall be returned to the same seniority and accredited service status as held at the time of layoff. After two years, a laid off employee will be terminated and will not have any recall rights.

## **ARTICLE 18. TRANSFERS**

- 18.1 If the Company determines that a vacancy exists in a job classification within a headquarters, the vacancy shall be filled subject to the following conditions:
  - 18.1.1 The vacancy will be offered by seniority to employees in that job classification. Any relocation costs will be at the employee's expense.
  - 18.1.2 Should no employee elect movement under 18.1.1, the Company may fill the vacancy by other means, including consideration to laid off employees.
- 18.2 The Company will provide the Union with notification of the successful candidate selected for jobs filled under the provisions of this Article.

## **ARTICLE 19. EQUALIZATION OF OVERTIME**

- 19.1 It is recognized that employees may, on occasion, be required to work overtime unless prevented from doing so by compelling, personal reasons.
  - 19.1.1 All employees will be given the opportunity to place their name on an active overtime list or an inactive overtime list.

- 19.2 The Company will make every reasonable effort to equalize overtime opportunities for employees on the active overtime list in one job classification and job site. When an employee refuses overtime work, the employee will be credited with the same number of hours as the employee(s) who did work.
  - 19.2.1 An employee who refuses an overtime opportunity three consecutive times shall be removed from the active overtime list. The employee may be returned to the active overtime list by written request to his/her supervisor after a seven day waiting period.
    - 19.2.1.1 An employee may also be removed from the active overtime list by written request to his/her supervisor and a one working day waiting period. Such request may be withdrawn at any time by written request to his/her supervisor and placed back on the active overtime list after a seven day waiting period.
  - 19.2.2 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.
- 19.3 Overtime records shall be maintained by the Company and subject to review by the Union at its request.

## **ARTICLE 20. TOOLS**

- 20.1 The Company will furnish, without cost to the employees, all tools necessary for the safe performance of their duties.
- 20.2 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.
  - 20.2.1 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.
  - 20.2.2 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.

## **ARTICLE 21. EXPENSE ALLOWANCE – MILEAGE**

21.1 Expense allowance will be paid to employees for work assignments under this Agreement in accordance with the following:

- 21.1.1 For assignments of zero to twenty (0-20) miles from the headquarters location – no allowance for travel time or mileage.
- 21.1.2 For assignments of more than twenty (20) miles but less than forty (40) miles from the headquarters location – \$21.50 per day. No allowance for travel time.
- 21.1.3 For assignments of forty (40) miles but less than sixty (60) miles from the headquarters location – \$34.00 per day. No allowance for travel time.
- 21.1.4 For assignments of sixty (60) miles and over from the headquarters location:

Lodging Allowance: \$55.00 per day

Meal Allowance: \$34.00 per day

When authorized by the supervisor, an employee may travel on a nonscheduled day and receive the lodging allowance but not the meal allowance. On the last scheduled day, an employee will be entitled to the meal allowance but not the lodging allowance.

- 21.1.4.1 In instances of substantiated illness and where such employee is unable to return home, expenses will be payable. Other absences, unless expressly authorized by the employee's supervisor, will not be considered in the computation of expenses.
- 21.1.4.2 On interim weekends while assigned to a work location sixty (60) miles or more from the employee's headquarters location, the employee will be paid one (1) way personal vehicle mileage to his/her headquarters location on the last day worked of the current week and the first day worked of the following week.
- 21.1.4.3 If a holiday, or holiday(s), fall between two scheduled workdays, the employee will be paid expenses for the holiday(s) under Article 21.1.4 or in lieu of expenses the employee will be paid one (1) way personal vehicle mileage on the last day worked before the holiday(s) and the first day worked after the holiday(s) if he/she elects to return to his/her headquarters location.

21.1.4.4 If a holiday falls on a Monday or Friday, the employee will be paid one (1) way personal vehicle mileage to his/her headquarters location on the last day worked before the holiday(s) and the first day worked after the holiday(s).

21.1.4.5 An employee who departs and returns to his/her normal headquarters location the same day in a Company vehicle will not receive mileage or allowances.

21.1.4.6 An employee who departs and returns to his/her normal headquarters location the same day in his/her personal vehicle will receive mileage but not allowances.

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.

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.

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.

21.2 Upon assignment of an employee to a job location or work site sixty (60) miles or more from the headquarters location, the employee will be reimbursed mileage allowance in accordance with Company policy, but no less than the current IRS mileage rate, for the first trip to such job location and the last trip returning from such job location either to the employee's headquarters location or to the subsequent job assignment. In computing the allowance, the most direct highway distance shown on the most recent issue of the Indiana State Highway Commission map will be used.

21.2.1 Company paid travel time will be provided for the first trip to the job location and the last trip returning from such job location when the assignment is sixty (60) miles and over from the headquarters location.

21.3 Any other mileage accrued at the direction of management for the accomplishment of Company business shall be reimbursed in accordance with Company policy, but no less than the current IRS mileage rate.

- 21.3.1 The employee will not be required to use their personal vehicles to work on the repeater lines.

## **ARTICLE 22. EXPENSE ALLOWANCE**

- 22.1 An employee assigned to a school location away from his/her normal headquarters 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 is \$34.00 per day.
- 22.1.1 Employees sent to one day schooling, who are not authorized to stay overnight, will receive travel time and personal vehicle mileage, but not meal allowance. When travel time is provided in Company vehicles, such mileage allowance does not apply.
- 22.1.2 Employees electing to commute back and forth daily may do so on their own time and expense. Employees will receive personal vehicle mileage allowance from school to normal headquarters location as long as it does not exceed the cost of lodging and meal allowance. This option is not available when a Company vehicle is provided.
- 22.2 If the work/school assignment continues into a second consecutive week or more, the following rules apply:
- 22.2.1 If the assignment is less than 300 miles from the normal headquarters location, the employee will be paid under 21.1/22.1 for any nonscheduled days or may elect to return to his/her normal headquarters location on his/her own time in lieu of 21.1/22.1. The employee may utilize a Company vehicle or receive mileage for use of a personal vehicle.
- 22.2.2 For assignments of 300 miles or more, the employee will be paid under 21.1/22.1 for any nonscheduled days. In addition, the employee will be allowed to return to his/her normal headquarters location on Company time and at Company expense at the end of each four-week period in lieu of 21.1/22.1.

## **ARTICLE 23. BRIDGING OF SERVICE**

- 23.1 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.

**23.1.1 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.**

**23.2 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 24. LEAVES OF ABSENCE**

- 24.1 Authorized informal leaves of absence (furloughs) shall not be deducted from an employee's accredited service.**
- 24.2 Absence beyond the first thirty calendar days of an authorized leave of absence will be deducted in computing an employee's accredited service.**
- 24.3 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 he/she**

has the necessary physical and mental qualifications to perform the job except as set forth in Section 24.4.

- 24.4 Any employee who resigns to accept 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. 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.
- 24.5 Any full-time employee of a Frontier North Inc. 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.
  - 24.5.1 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/GTE or otherwise affirmatively relinquishes his/her leave of absence; or
    - (c) The aggregate length of all such leaves of absence equals twenty (20) years.
  - 24.5.2 In the event that any court of competent jurisdiction finds Article 24.5 to be unlawful, it shall be null and void as of the date of its execution, but Frontier/GTE and the IBEW, Local Union 723, will immediately negotiate in good faith to provide the most equivalent lawful benefit for Frontier/GTE-Union employees.
- 24.6 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 25. TEMPORARY EMPLOYEES**

- 25.1 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 the need.
- 25.2 After being classified as temporary for twelve (12) consecutive months, an employee will be reclassified as a regular employee.
- 25.3 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 24 (Leaves of Absence);
  - B. Article 28 (Holidays and Holiday Premiums);
  - C. Article 29 (Vacations);
  - D. Article 30 (Short Term Disability);
  - E. MIFA # 2 Article 6 (Long Term Disability);
  - F. MIFA # 2 Article 7 (Health and Basic Life Insurance Benefits); and,
  - G. MIFA # 2 Article 8 (Retirement Benefits).
- 25.3.1 Exceptions A, B and C (Leaves of Absence, Holidays and Holiday Premiums, and Vacations) in Section 25.3 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 and C (Leaves of Absence, Holidays and Holiday Premiums, and Vacations) shall not apply after six (6) consecutive calendar months as a temporary employee. Exceptions D, E, F and G (Short Term Disability, Long Term Disability, Health and Basic Life Insurance Benefits, and Retirement Benefits) shall always apply to all temporary employees.
- 25.4 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.

## **ARTICLE 26. INCLEMENT WEATHER**

- 26.1 The Company recognizes that the nature of the work and the safety of the employees are important factors when assigning work during inclement weather. Continuous exposure to the elements during severe weather will not be required except in service emergencies such as to protect life, health, or property. Normal work assignments which require continuous exposure to the elements thus creating an unusual safety risk to the employee will not be required.
- 26.2 When the Company determines that a classification within a headquarters location is unable to effectively perform their work due to inclement weather and other productive work cannot be assigned, they will be paid in accordance with the following:
  - 26.2.1 If employees report in person at their assigned reporting center or are otherwise excused prior to the start of their tour due to inclement weather, they will receive two (2) hours pay and any expense payments to which they might be entitled for that day.
  - 26.2.2 If employees are sent out on the job and forced to discontinue their work, they will receive compensation for all hours worked, but not less than 4 hours.
  - 26.2.3 If employees work into the second session, they will be paid for a full day.
  - 26.2.4 The determination listed in 26.2.1 and 26.2.2, must be made on a daily basis by the immediate supervisor and can be used by the Company up to ten (10) times in a calendar year.
  - 26.2.5 The employee will be granted ATO time for hours not paid under the above paragraphs or the employee may elect:
    - (a) A day-at-a-time vacation or a floating holiday in lieu of the two (2) hour minimum or
    - (b) The 2-hour minimum, take a half-day-at-a-time vacation (4 hours pay), and take ATO time for the remainder of the scheduled hours not paid.

## **ARTICLE 27. BASIS OF COMPENSATION**

- 27.1 The Union recognizes that the demands of the work involved, service requirements, and installation deadlines preclude definitions of "normal workdays" and "normal workweek". In this regard, shifts, workdays, hours, and assignment to headquarters locations for the employees covered by this Agreement will be done at the discretion of the Company. The shifts, workdays, hours, and assignment to headquarters locations will be posted by 3 p.m. Thursday of the preceding week; however, with forty-eight (48) hours notice the posted schedule can be changed without premium penalty.
- 27.1.1 Should the assignment posted be changed without forty-eight (48) hours notice, the employee will be paid a premium of one-half the regular rate for those hours worked outside of the assignment posted.
- 27.1.2 The selection of employees for assignments shall be at the discretion of management, except that management shall attempt to make assignments to new jobs in such a manner as to spread payment of expense allowance to all interested employees at the headquarters location. It is understood that qualifications of employees may prevent the "spreading" of expense allowance pay.
- 27.1.3 Employees who work 16 hours or more in a 24 hour period, prior to the start of their regularly scheduled tour, shall be allowed a rest period of eight (8) hours before returning to work. This rest period will not be considered an occurrence of absence.
- 27.2 There are two rates of pay for hours worked as follows:
- 27.2.1 Regular Rate - Basic rate plus differential, if any.
- 27.2.2 Overtime Rate - One and one-half times the regular rate.
- 27.3 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.):
- 27.3.1 Hours worked in excess of eight (8) in one day.
- 27.3.2 Hours worked in excess of forty (40) in one calendar week provided the overtime rate has not already been paid under Paragraph 27.3.1 for the same hours.
- 27.4 Appropriate call-out pay to an employee will be determined by the following:

- 27.4.1 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.
  - 27.4.2 A full-time employee who is called out on a non-scheduled 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.
- 27.5 Call-out pay and overtime pay are not paid concurrently.
- 27.6 A premium of one-half the regular rate of pay will be paid for Sunday work.
- 27.7 Regular rates will be paid for all other hours worked except holiday time worked.
- 27.7.1 The following paid time items as referenced in the contract shall be considered as hours worked in determining overtime computations:

Paid time not worked due to inclement weather (Article 26.2); Holiday time (28.1); paid vacation time (MIFA # 2 Article 5: Vacation Time – General Provisions); death in the immediate family (32.2); time off for visit to company doctor (32.3); jury duty (32.4); witness time (32.5); time spent with representatives of management to discuss grievances and complaints (32.6); and voting time (32.7).

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

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

## **ARTICLE 28. HOLIDAYS AND HOLIDAY PREMIUMS**

- 28.1 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)

- 28.1.1 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".

- 28.1.2 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).
- 28.1.3 Employees may take two (2) floating holiday(s) in two (2) hour increments with supervisory approval.
- 28.2 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 7, 2016.
  - 28.2.1 If, by July 1, 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). If an employee does not select an available day by October 1, management will assign remaining floating holidays to the affected employees in seniority order. If an employee has not used all of his/her floating holiday(s) by year-end, the employee will forfeit any remaining unused floating holiday(s).
  - 28.2.2 Employees who become eligible for floating holidays after the vacation schedule has been bid will be allowed to select floating holiday(s) 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).
  - 28.2.3 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 from the schedule and the supervisor will indicate the change to the schedule.

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

- 28.3 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.

- 28.4 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 schedule one (1) other day off in the same workweek.

28.4.1 In addition to the holiday pay provided for in Section 28.4, 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 premiums including overtime premiums.

28.4.2 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.

28.4.3 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.

28.4.4 In no event will any payment made on a holiday exceed two and one-half ( $2\frac{1}{2}$ ) times the regular rate.

- 28.5 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 part-time employee shall receive for the holiday, not to exceed eight (8).

- 28.5.1 In addition to the holiday pay provided for in Section 28.5, part-time employees required to work on a holiday shall be paid one and one-half (1½) 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.
- 28.6 No holiday premium pay or holiday pay will be made when an employee is absent without permission any part of his/her last scheduled workday before the holiday or his/her first scheduled workday following the holiday.
- 28.7 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 premium pay computed by multiplying the number of hours worked by the employee within the scheduled tour by his/her basic rate.
- 28.8 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:
  - 28.8.1 Furlough, leave of absence or accident disability – no holiday pay.
  - 28.8.2 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 the employee's illness as detailed in Section 30.8.
- 28.9 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.

## **ARTICLE 29. VACATIONS**

- 29.1 Vacations will be scheduled throughout the year in such a manner that standards of service may be maintained.
  - 29.1.1 The Company and Union agree that employees on the same vacation bid schedule may trade vacations with the concurrence of management.
  - 29.1.2 The Company and the Union agree that employees on vacation or floating holidays will not be called out for routine overtime assignments. For the purpose of this agreement, vacation is determined to be from 12:01 a.m. Sunday to 11:59 p.m. the following Saturday. Employees may be called for overtime but will not be charged for any hours turned down on a non-scheduled day immediately prior to or immediately following an employee's vacation or floating holiday.
- 29.2 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 headquarters location. Vacations for the following year will be bid prior to December 31 of the prior year.

All employees must bid five (5) floating holidays as a full week. Floating holidays will be bid in the same manner and at the same time as vacations.

- 29.3 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.
  - 29.3.1 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.
  - 29.3.2 Employees may use the half-day-at-a-time vacation benefit a maximum of one (1) week, i.e., ten (10) half-days.

- 29.3.3 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.
- 29.4 Vacations cannot be allowed to accumulate from year to year, but shall be completed each year.
- 29.4.1 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 29, Section 29.2 and will be bid as part of the normal vacation schedule process. Any partial week(s) of carryover vacation permitted under MIFA # 2 Article 5, Section 3 ("Vacation Time – General Provisions"), will be scheduled according to Article 29, Section 29.3.
- 29.5 An employee who voluntarily resigns with proper notice, is laid off, or terminated will be paid for any unused vacation.
- 29.6 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.
- 29.7 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.
- 29.8 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 29.3.

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

## **ARTICLE 30. SHORT TERM DISABILITY**

- 30.1 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

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.

**30.1.1** 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 (in years)</u>	<u>Payments Start On (scheduled Workday)</u>	<u>Length of Benefit</u>	
		<u>Weeks of Full Pay</u>	<u>Weeks of 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

**30.1.2** An employee, with management's approval, may have the option of utilizing a vacation day 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.

**30.2** Eligibility for Short Term Disability benefits shall begin on the scheduled Workday provided for in Section 30.1.1, except under the following circumstances:

**30.2.1** The Short Term Disability waiting period under Section 30.1.1 (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.
- 30.2.2** 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.
- 30.3** 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 30.1, 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-the-job injury time would interrupt this thirteen (13) week restoration period.
- 30.4** 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.
- 30.5** 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.
- 30.5.1** 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.**
- 30.5.2** 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.

- 30.6** 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.
- 30.6.1** 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 30.
- 30.6.2** 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.
- 30.7** 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.
- 30.8** 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.
- 30.9** When Short Term Disability benefits are exhausted and an employee is unable to return to work, the employee may apply for:

- 30.9.1 Long Term Disability Benefits as specified in MIFA # 2 Article 6, "Long Term Disability", and the MIFA # 2 Supplemental Long Term Disability Benefits MOA (which expire on May 7, 2016); and/or,
- 30.9.2 A leave of absence to maintain his or her employment; or,
- 30.9.3 A Disability Pension (provided the employee participates in the Plan for Hourly Employees' Pensions).

## **ARTICLE 31. ACCIDENT DISABILITY**

- 31.1 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:
  - 31.1.1 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.
    - 31.1.1.1 Under no circumstances shall the above language ever result in a reduction of the employee's basic weekly pay.
  - 31.1.2 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 his/her basic pay.
- 31.2 The payment mentioned in 31.1.1 and 31.1.2 shall be made on the employee's normal payday.

## **ARTICLE 32. ABSENCE – MISCELLANEOUS**

- 32.1 Employees who are absent from work, whether for personal reasons or when incapacitated, must so notify his/her immediate supervisor as soon as possible after he/she knows that he/she will not report for work. Failure to do so is sufficient reason to withhold sickness disability benefits.
- 32.2 Death in the Family: When an employee is absent due to a death in the employee's family, payment shall be made as follows:
  - 32.2.1 Three consecutively scheduled working days for the death of an employee's spouse, mother, father, son, daughter, brother or sister.

- 32.2.1.1 In extenuating circumstances, an employee may be allowed up to five (5) additional days off without pay with management's approval. Should this additional time be expected to be taken, the supervisor must be notified and approval must be granted prior to the employee leaving.
- 32.2.2 Two consecutively scheduled working days for the death of an employee's mother-in-law, father-in-law, stepmother, stepfather, stepchildren, grandmother, grandfather, grandchild, aunt, uncle, sister-in-law, brother-in-law or other relative of the employee who lived in the employee's household at the time of death.
- 32.2.3 Death in the family benefits will not be paid for any "step" or "half" relationships except as detailed in 32.2.2.
- 32.2.4 Should a death in an employee's family covered by this Section 32.2 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
- 32.3 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.
- 32.4 Jury Duty: An employee absent from his/her duties with the Company because of jury duty shall receive their basic hourly rate for scheduled time lost.
  - 32.4.1 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.
- 32.5 Witness: An employee absent from his/her duties to appear in court as a witness, under subpoena, shall be allowed a maximum of one day's absence with pay if he/she is not involved in the case in a manner discreditable to himself/herself 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.
- 32.6 Union officers and representatives shall suffer no loss of basic pay for time spent with representatives of management to discuss grievances and complaints. The Company will pay for one (1) Union representative for

reasonable time spent in bargaining a new labor agreement.

- 32.7 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 a 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 his/her own time.
- 32.8 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 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 33. RELIEF PERIODS**

- 33.1 A fifteen minute relief period shall be granted or assigned to all inside employees for each scheduled four-hour tour worked; it shall be assigned not less than forty-five minutes from the start or end of each continuous period of work insofar as practicable.
  - 33.1.1 It is recognized that the normal provisions for scheduled relief periods may not apply when only one person is on duty. In such instances, reliefs should be taken so as not to interfere with service requirements.
- 33.2 A fifteen minute relief period shall be granted or assigned to all outside employees for each scheduled four-hour tour worked; it shall be assigned not less than forty-five minutes from the start or end of each continuous period of work insofar as practicable and shall be taken at the work site.

## **ARTICLE 34. WAGE ADMINISTRATION**

- 34.1 Employees are grouped for wage purposes by locations and job classifications as indicated in Exhibit I. This exhibit also includes the wage schedules which indicate the intervals at which employees covered hereby will be considered for wage increases and basic wage rates at given intervals. The basic hourly wage rate assigned to each employee shall be determined by the following:
  - 34.1.1 Job classification.
  - 34.1.2 Attendance, punctuality, ability, application, safety, and conduct, as well as quantity and quality of the employee's work.

- 34.1.3 Accredited service since the last merited progression increase.
- 34.2 It is recognized that cases may arise where it would be advisable for the Company to grant increases at intervals three months longer than shown on the guide for those employees who are not making satisfactory progress, or to grant increases at shorter intervals than shown on the guide for those employees who are making exceptional progress.
- 34.3 When an increase is granted or withheld, the employee's supervisor shall notify the employee of such action and in those cases where the increase is withheld, the supervisor shall inform the employee of the reason therefore prior to the date on which the increase would have been effective had it not been withheld.
- 34.4 The assignment of a particular position title to an employee will be made in accordance with the type of work to which the employee is normally assigned. Any employee may, however, be temporarily assigned for a period of not more than fifteen consecutive workdays to do work normally done by an employee in another classification.
- 34.5 When an employee is reclassified from a lower to a higher wage schedule, the employee's rate of pay on the new wage schedule shall be adjusted to the next higher wage rate above the employee's present rate.
- 34.6 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.
- 34.6.1 When an employee, in lieu of layoff, is reduced to the next lower wage in a lower wage schedule and within three year returns to the wage classification from which he/she was laid off, the employee will be returned to the same step that he/she was on at the time of layoff.
- 34.7 All wage progressions shall be based on the intervals as indicated in the wage guides applying to the particular work classification in which the employee is actually working. The wage guides for each group are set forth in separate exhibits as indicated below, such exhibits attached hereto and made a part of this Agreement.

Exhibit 1, Section 1: Equipment Installer  
Construction Technician

## **ARTICLE 35. MISCELLANEOUS**

- 35.1 It is agreed by the parties hereto that the provisions herein contained shall constitute all conditions of employment of the employees covered hereby; and the parties hereto further agree that no issue involving conditions of employment not covered herein will be raised for arbitration by either of the parties hereto during the term of this Agreement.
- 35.2 It is recognized that the employees are obligated to adhere to written Company practices which are not in conflict with this Agreement.
- 35.3 Nothing in this Agreement shall be construed to require either of the parties hereto to act contrary to any State or Federal law or regulation. In the event that any such condition arises, it is agreed that this Agreement shall be deemed to be modified in respect to either or both parties to the extent necessary to comply with such law or regulation.

**Exhibit 1****Section 1- Wage Guides****Wage Schedule 1**

Interval	Current	Effective	Effective	Effective	Effective
	Rate	5/8/2016	5/7/2017	5/6/2018	5/5/2019
Start	\$13.67	\$13.94	\$14.22	\$14.50	\$14.86
6 Mo.	\$14.90	\$15.20	\$15.50	\$15.81	\$16.21
12 Mo.	\$17.65	\$18.00	\$18.36	\$18.73	\$19.19
18 Mo.	\$18.89	\$19.27	\$19.65	\$20.05	\$20.55
24 Mo.	\$20.28	\$20.69	\$21.10	\$21.52	\$22.06
30 Mo.	\$21.88	\$22.31	\$22.76	\$23.22	\$23.80
36 Mo.	\$23.75	\$24.22	\$24.71	\$25.20	\$25.83
42 Mo.	\$25.93	\$26.45	\$26.98	\$27.52	\$28.21
Top	\$28.67	\$29.24	\$29.82	\$30.42	\$31.18

Job Title: **Construction Equipment Operator****Wage Schedule 2**

Interval	Current	Effective	Effective	Effective	Effective
	Rate	5/8/2016	5/7/2017	5/6/2018	5/5/2019
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.	\$24.68	\$25.17	\$25.68	\$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: **Equipment Installer****Section 2 – Application of Wage Guides**

- 2.1 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 classification being applied for, provided, however, that the rate determined is mutually agreeable to the Company and the Union.
  
- 2.2 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.

**Exhibit 1**

**Section 3. Craft In-Charge Differential**

- 3.1 When an employee is assigned the duties and responsibilities of a supervisor for a minimum of one hour, the employee will receive an in-charge differential of \$1.25 per hour. The duties and responsibilities that may be assigned include all phases of supervisory functions, some examples of which are listed herein.
  1. Overall planning for layout of major installations.
  2. Supervisory decisions regarding the work sequence or installation procedures.
  3. Control of relief periods and of all employees under his/her direction to assure that they perform their functions properly. The in-charge employee is responsible for housekeeping and good productivity.
  4. Craft in-charge will perform normal installation functions when not making work assignments, checking employee work, or planning the installation. It is recognized on very large installations, where the craft in-charge is supervising large numbers of installers, the in-charge employee's activities will primarily be supervisory in nature. Smaller installations will permit the craft in-charge to perform more actual work functions.
  5. The supervisor may assist the craft in-charge in developing basic installation plans and establishing priorities at the start of a project and may assist the craft in-charge periodically throughout the installation.
- 3.2 It is understood by both parties that the craft in-charge premium is not to be granted under the following conditions:
  1. The incidental on-the-job training of fellow employees.
  2. The assignments of more than one group of individuals to accomplish an installation function when there is either a supervisor or a craft in-charge on the job site. The most qualified person assigned in each group will be expected to assist his/her fellow workers where their experience or knowledge level is lacking.
  3. When individual job assignments are made by the supervisor and each individual is held accountable to the supervisor for his/her work assignment.

**Exhibit 1**

**Section 4. Evening Parking Accommodations**

- 4.1 The Company will provide parking facilities adjacent to or within the same block of the building for employees whose tour begins or ends between the hours of 7:01 p.m. and 6:59 a.m.

**Section 5. Premium Payments**

- 5.1 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 6. Political Action Committee Deductions**

- 6.1 The Company shall make collection by payroll deduction, upon signed authorization by the employee, for IBEW Local Union 723's Political Action Committee and shall pay monthly to the designated representative of the Union the total amount thus deducted. Any cost incurred shall be paid by the Union.

**Section 7 – Job Classification Redesignation**

- 7.1 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, re-designate the following job title/classification wherever it appears 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>
Construction Equipment Operator	Construction Technician

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

**ALLTEL PENSION CONVERSION**

Frontier North Inc. and International Brotherhood of Electrical Workers, Local Union 723, agree to the following provisions concerning the Plan for Hourly Employees' Pensions.

For employees whose coverage under the plan was effective November 1, 1993, the Plan will provide for recognition of accredited service for pension eligibility and calculation as outlined below.

Frontier will provide a defined pension plan benefit based upon the greater of:

- A. an ALLTEL accrued defined pension plan benefit as of the Closing Date of the exchange of properties (without consideration of any ALLTEL profit sharing benefit, if applicable) based upon (i) ALLTEL and future GTE average annual compensation for the five consecutive highest paid years and ALLTEL service plus (ii) a future accrual under the GTE defined benefit pension plan commencing on the Closing Date based upon GTE (and not ALLTEL) average annual compensation for the five consecutive highest paid years and GTE service;

OR

- B. the accrued benefit under the GTE defined benefit pension plan as if all ALLTEL service was recognized under the GTE plan.

The amount and availability of benefits under the Plan are governed by the provisions of the Plan and are subject to the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the Plan in effect at the time regular employees separate from service. The operation and administration of the Plan, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Plan shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.

This Agreement shall become effective May 6, 2012, and shall remain in effect until midnight, May **9, 2020**, and shall automatically continue in full force and effect

thereafter until terminated, or amended, in accordance with the following procedure:

If this Agreement is to be terminated, a written notice must be sent by either party to the other not less than sixty (60) days prior to any date thereafter on which such cancellation is to become effective.

This Agreement may be amended or modified by either party giving written notice to the other of such desire to so amend or modify at least sixty (60) days and not more than ninety (90) days prior to the termination date of May 7, 2016. The written notice shall contain a full statement as to the amendments or modifications desired.

The parties specifically agree that the terms and conditions set forth in the 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:

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Peter Homes  
Director, Labor Relations

For the Unions:

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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**

Frontier North Inc. (“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:

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Peter Homes  
Director, Labor Relations

For the Unions:

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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**

**DRUG AND ALCOHOL POLICY**

Frontier North Inc. ("the Company") and the International Brotherhood of Electrical Workers, Local Union 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.:

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Robert J. Costagliola  
Senior Vice President, Labor  
Relations

For IBEW Local 723:

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Bruce Getts  
Business Manager

**MEMORANDUM OF AGREEMENT**  
**between**  
**FRONTIER NORTH INC.**  
**and**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
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**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:

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Peter Homes  
Director, Labor Relations

For the Unions:

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Corey Lehman  
IBEW Local 723, Business Manager

**MEMORANDUM OF AGREEMENT**  
**between**  
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**GRIEVANCE MEDIATION**

Effective upon ratification, Frontier North Inc. ("the Company") and the International Brotherhood of Electrical Workers, Local Union 723, ("the Union") agree to the following guidelines for a Grievance-Mediation process:

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 principal spokesperson and may have additional witnesses at the mediation conference.
4. Any written material 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 and evidence is not limited to that presented during the grievance proceedings. The rules of evidence do not apply and no record of the mediation conference will be made.
6. The mediator will have the authority to meet separately with either party, 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 advisory decision.
8. The mediator shall state the grounds of the 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 Union can then proceed with the arbitration process.
11. The decision to arbitrate must be made within thirty (30) days following the

mediation conference.

12. If a grievance, which has been mediated, subsequently goes to arbitration, the mediator cannot serve as arbitrator. Nothing said or done by the mediator or by either party (for the first time in the mediation conference) may be used in the arbitration.
13. The mediator shall conduct no more than three (3) mediation conferences per day.
14. The Company and the Union will each pay one-half ( $\frac{1}{2}$ ) of the mediator's fee and expenses.
15. The Company will pay one-half ( $\frac{1}{2}$ ) the wages of the grievant or the Steward for 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, including grievance mediation, 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:

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Peter Homes  
Director, Labor Relations

For the Unions:

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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**

**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 9.10) 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:

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Robert J. Costagliola  
Senior Vice President, Labor  
Relations

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Bruce Getts  
Business Manager

**(Existing MOA “Continued As Is” in 2016 MIFA # 2 negotiations)**

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

**LODGING**

Frontier North Inc. and International Brotherhood of Electrical Workers, Local 723 agree that in accordance with Article 21.1.4, Expense Allowance – Mileage, both parties understand the following additional provision for employee lodging:

1. Employees who are assigned work sixty (60) miles or more away from their normal headquarters location will attempt to obtain lodging at or below the daily allowance of \$50.00. Reservations should be made prior to arrival, with the support of their supervisor and/or administrative support team.
2. Should clean, comfortable lodging not be available at or below the authorized rate, the employee will contact their supervisor and request authorization to make accommodations at a higher rate.
3. After authorization the employee will obtain a receipt for lodging and provide it for reimbursement by the company on their expense report for the entire lodging bill.
4. When reimbursed for lodging by receipt, the lodging allowance provided for by the article sited above will not be provided.

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 LOI “Continued As Is” in 2016 MIFA # 2 negotiations)**

**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 be consecutive days and will be scheduled Monday through Friday, unless mutually agreed otherwise by employee(s) and management.
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 28.1 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 32 where payment is provided for authorized absences, the pay will be up to ten (10) hours per day.
6. Short Term Disability (STD) Benefits – STD Payments will be made on the basis of a ten (10) hour day.
7. If the Company deems it advisable to post a schedule which will include a ten hour, four-day workweek, it shall be done in accordance with past practice and/or mutually accepted by both the Company and Union.

8. Disputes over the intended use of “four-ten” hour tours shall be subject to the grievance-arbitration procedure.
9. Under Article 26 if employees report in person at their assigned reporting locations, they will be paid a minimum of five (5) hours.

For Frontier North Inc.:

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Robert J. Costagliola  
Senior Vice President, Labor  
Relations

For IBEW Local 723:

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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 the International Brotherhood of Electrical Workers, Local Union 723, agree that employees force reduced under Article 16 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.

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:

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Peter Homes  
Director, Labor Relations

For the Unions:

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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 five (5) calendar weeks, 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;
  - Fourth calendar week: two (2) 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:

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Peter Homes  
Director, Labor Relations

For the Unions:

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Corey Lehman  
IBEW Local 723, Business Manager