

# MIFA # 2 Appendix

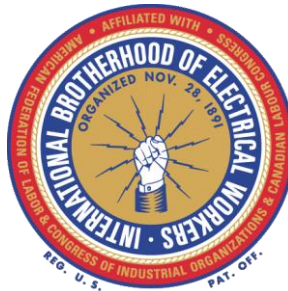
Agreement between



**Frontier North Inc.**

and

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



## **Indiana Logistics Agreement**

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

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## **ARTICLE 1. AGREEMENT**

- 1.1 Frontier North Inc. (the “Company” or “Frontier”), and Local Union No. 723 of the International Brotherhood of Electrical Workers, AFL CIO (the “Local” or, in context, the “Union”) enter into the Agreement herein contained (hereinafter at times referred to as “Appendix 5 to MIFA # 2” or “this Appendix to MIFA # 2”), covering only those employees within the bargaining unit represented by the said Local as described in Paragraph 3.1 below.

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

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

## **ARTICLE 3. UNION RECOGNITION**

- 3.1 Frontier North Inc. recognizes the Union as the sole bargaining agent of the regular and temporary Logistics employees of Frontier North Inc. except for (a) supervisors as defined in Section 2 (11) of the Labor Management Relations Act of 1947 and (b) administrative employees; for the purpose of collective bargaining in respect to rates of pay, wages, hours of work and other conditions of employment.

- 3.1.1 It is understood that this Agreement covers only:

Craft and clerical Frontier North Inc. Logistics employees in the cities of Albion, Churubusco, Clay City, Cory, Fort Wayne, Garrett, Harlan, Hoagland, Hometown, Kimmel, Leo, Lewis, Monroeville, New Haven, Poe, Prairie Creek, Riley, Roanoke, Terre Haute, Wawaka, Woodburn, Cambridge City, Centerville, Dunkirk, Economy, Farmland, Fountain City, Greensfork, Hagerstown, Losantville, Lynn, Modoc, Parker, Redkey, Ridgeville, Saratoga, Williamsburg, Winchester, Sullivan, Paxton, Graysville, Brazil, Ossian, Zanesville, Uniondale, Markle, and Reservoir in Indiana.

- 3.2 The term “employee(s)” as used in this Agreement means regular or temporary employee(s) of the Company in the cities named in Paragraph 3.1.1, who are eligible for Union membership and whose authorized job titles are listed in Exhibit 1 of this Agreement.
  - 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 These Agreements 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 Customer, the Company and the Union may be benefited.
- 3.6 The Company will advise all new employees that there are Collective Bargaining Agreements between the Union and the Company and will furnish each such employee with a copy.
- 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, natural origin, qualified handicap, being Vietnam era veterans or disabled veterans, Union membership or nonmembership 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 person present and future employees 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 these Agreements 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 customers 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 customers.
- 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 these Agreements.
- 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 later becomes a member of the Union and all persons becoming a member of the Union on or after the effective date of this Agreement, shall, as a condition of employment, pay or tender to the Union periodic dues applicable to members, for the period from such effective date or, in the case of persons becoming employees after the effective date of

this Agreement, on or after the thirtieth (30th) calendar day of employment, whichever of these dates is later, until the termination of this Agreement.

- 7.3 Each employee who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union dues applicable to members, shall, as a condition of employment, pay or tender to the Union periodic dues applicable to members for the period beginning thirty (30) calendar days after the effective date of this Agreement, until the termination of this Agreement.
- 7.4 Nothing herein shall be construed to limit the Union's lawful rights to determine and enforce regulations regarding acquisition of, and retention of, membership of the Union.
- 7.5 The Company shall incur no liability in connection with the administration of this Article.
- 7.6 Employees who are not members of the Union may voluntarily elect to pay amounts equal to union dues, except during any period that, by Union rules or actions, dues payments are suspended or not enforced for regular members of the Union.
- 7.7 The Company shall make collection of union dues or amounts equal to union dues payroll deduction upon an authorization in writing, signed by the employee, and shall pay monthly to the designated representative of the Union the total amount thus deducted. Authorizations by employees for such deduction shall be on a form to be provided by the Union. All deductions shall be made monthly from the wages paid to employees.
  - 7.7.1 Cancellation by an employee of such written authorization for payroll deduction shall be in writing signed by such employee; and, upon receipt thereof, the Company shall honor any such cancellation. An employee's authorization shall be deemed automatically cancelled if the employee leaves the employ of the Company or is transferred, or promoted, out of the bargaining unit.
  - 7.7.2 Deductions of dues shall be suspended during the period of an employee's leave of absence. No dues shall be deducted when sufficient pay is not available. The Company agrees in the event of inability or failure to make an authorized deduction in any month, to make such deduction during the following month. Under no circumstances, however, will deductions be made for more than one month's dues in arrears.
  - 7.7.3 Each month the Company will furnish the authorized representatives of the Union with a list of all employees for whom payroll deduction has been made, showing the amount of each such deduction, a list of names of employees canceling their dues,

and a list of names of those who had insufficient pay and for whom no dues were deducted. The list will also show name changes, new employees hired, and employees who have left the service of the Company.

7.7.3.1 The cost to the Company of furnishing such information shall be paid by the Union.

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

7.8 If an employee who is obligated to pay union dues or who has voluntarily elected to pay amounts equal to union dues fails to comply with the preceding provisions, the Union shall advise that employee, by certified letter with a copy to the appropriate Human 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.

7.9 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.

## **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 nomination 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 enforced by the IBEW Local Union 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 hours shall be considered to constitute one week except that not more than forty hours shall be counted for any one week.
- 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 five full tours each week.
- 9.6 Employee, Part-Time: Regular and temporary employees who are normally scheduled to work less than five full tours each week or employees who can't work full time.
- 9.7 Employee, Regular: An employee whose employment is ordinarily 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 Employee, Term: An employee whose employment is intended to last longer than six (6) months but no longer than thirty-six months (36), accumulates net credited service, and is entitled to all benefits provided to regular full-time employee with the exception of Promotions and Reclassifications, Article 21; Income Security Plan (ISP); and Force Adjustments, Article 19. Term employees may work full-time or part-time. Term employees will be used for work requirements that are expected to last no longer than six (6) to thirty-six (36) months.
- 9.11 Furlough: Absence without pay for thirty calendar days or less.
- 9.12 Headquarters: A town designated by the Company as being the place of employment for a particular employee(s) and on which location employees basic wage rate is established.

- 9.12.1 Fort Wayne which shall include Albion, Churubusco, Hoagland, Hometown, Kimmel, Leo, Monroeville, New Haven, Poe, Roanoke, Wawaka, Woodburn, Harlan, Garrett, Ossian, Zanesville, Uniondale, Markle and Reservoir.
- 9.12.2 Terre Haute which shall include Brazil, Clay City, Cory, Lewis, Graysville, Paxton, Prairie Creek, Riley and Sullivan.
- 9.12.3 Winchester which shall include Cambridge City, Centerville, Dunkirk, Economy, Farmland, Fountain City, Greensfork, Hagerstown, Losantville, Lynn, Modoc, Parker, Redkey, Ridgeville, Saratoga and Williamsburg.
- 9.12.4 Cities located outside Indiana will be considered separate and distinct headquarters.
- 9.13 Holiday Pay: The pay an employee receives for an authorized holiday or its observed equivalent, whether or not the employee is required to work.
- 9.14 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.
- 9.15 Holiday Work: Any work or tour which begins on an authorized holiday or its observed equivalent.
- 9.16 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.
- 9.17 Premium Pay: The amount in addition to basic rates which an employee is paid for working less desirable hours (e.g., night or evening).
- 9.18 Regular Pay: Basic pay plus any differential pay.
- 9.19 Reporting Location: Designated as a building or place therein, as determined by the Company, where employees begin and end their assigned tours of duty.
- 9.20 Scheduled Day Off: Means the day or days that are designated as "off" on the officially posted schedules.
- 9.21 Scheduled Hours: Hours falling within an employees scheduled tour. Any of the hours which are officially posted schedules on the weekly work schedule for a particular employee to work.

- 9.22 Seniority: See Article 15.
- 9.23 Service Emergencies: That period of time or condition when service or business essential to the Public or functioning of the Company's responsibilities is or would be impaired unless temporary measures are applied in an expedient manner.
- 9.24 Service Requirements: Means the requirements as determined by the Company that are necessary to provide adequate and satisfactory telecommunications service or business directly or indirectly related to the Company's responsibilities.
- 9.25 Sunday Work: Any work or tour which begins on Sunday.
- 9.26 Workday: The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour or call-out is part of the workday on which such tour or call-out begins.
- 9.27 Work Group: A group of employees in the same job classification who report to the same supervisor(s).

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

- 10.1 The Company agrees that it will not, as a matter of policy, use supervisory employees who are excluded from the bargaining unit on work performed by members of the bargaining unit. The Union agrees, however, that management employees shall have the right to do productive work as follows:
- 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. They 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 Grievances shall be submitted by an authorized Union representative to the immediate supervisor 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.
  - 11.2.1 Meeting(s) may be waived by mutual consent of both parties.
- 11.3 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 Manager of Human Resources 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 ten (10) working days with the Union for the discussion of the grievance. The Company will, within ten (10) working days of this meeting, forward to the Union its written answer based upon the meeting and discussion therein.
- 11.4 Nothing in the Article shall prevent an employee or group of employees from presenting grievances directly to the Company. If, however, any grievance presented by an employee or group of employees involves a question of interpretation or application of these Agreements, which upon determination may establish a precedent, or a question involving a matter appropriate for collective bargaining, the Company shall immediately notify the Business Manager of the Union, and he/she shall be entitled to be present and participate in the discussions and disposition of such grievance.
- 11.5 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.
- 11.6 The time periods specified in this Article may be extended or modified by mutual consent.
- 11.7 No grievance shall be eligible for handling hereunder unless proceedings to that end shall began within fifteen (15) days after the event out of which such grievance shall have arisen.
  - 11.7.1 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 & wage administration article of these Agreements, and which neither the Union nor the employee became aware of until a date within thirty days of the filing of the grievance, any wage adjustment to be made shall be governed by the following:

11.7.1.1 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.

11.7.1.2 In any case other than described in Paragraph 11.7.1.1 above, no adjustment in wages shall be made.

11.8 For the purpose of counting days or time periods within the grievance article and the following article concerning arbitration, the first day counted shall be the first calendar day following the day upon which the event occurred which is the basis of taking such action.

## **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 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 provisions of these Agreements, 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 operation of the business to provide proper and adequate service to the customer. The Company shall not, however, enter into any contractual arrangement as may result in the layoff and/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 Article 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 area.

### **ARTICLE 14. DISCIPLINE OR 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, or application 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 these Agreements 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.

### **ARTICLE 15. SENIORITY**

- 15.1 Employees shall have Bargaining Unit seniority based on the most recent date of employment by Frontier North Inc. (Indiana) 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 Effective May 13, 2007, employees of Frontier North Inc. within the bargaining unit were grandfathered with their existing seniority date being their bargaining unit seniority.
  - 15.1.4 Except as provided in Section 15.1.4.1, 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.
    - 15.1.4.1 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 Articles covering these matters.

## **ARTICLE 16. SELECTION OF WORK SCHEDULES**

- 16.1 Seniority in the assignment of Hours-Days Schedule and reporting locations shall apply as follows:
- 16.1.1 When the Company determines that a reporting location position needs to be filled within a specific job classification in a headquarters, it will be filled using an internal job posting system. The position will be posted at all reporting locations within the job classification and headquarters for a period of fourteen (14) days and will be filled by the most senior employee in the job classification who has submitted written notification to supervision.
    - 16.1.1.1 If no employee submits written notification, the Company may move the least senior employee in the job classification and headquarters not presently at the location or leave the position vacant.
  - 16.1.2 Every thirteen (13) weeks, the Company shall provide an Hours-



Days Schedule showing work schedules for each job classification at each reporting location for employees with more than 24 months of seniority. Such Hours-Days Schedule will be prepared for each reporting location and show the hours and days applicable to individual work schedules at that location.

16.1.2.1 Only employees with more than 24 months of seniority will be accorded a choice of Hours-Days Schedule in order of seniority, unless a shorter period of time is determined by management. If Company requirements for maintaining experience and qualifications are not met, the least senior qualified employee will be assigned prior to the effective date for posting the new schedule. The employees bid of Hours-Days Schedule will be completed seven (7) calendar days prior to the effective date for posting of the new schedule.

16.1.3 When the Hours-Days Schedule is vacated during the first ten (10) weeks of the 13-week schedule on the Hours-Days Schedule as a result of termination, promotion, reclassification, retirement, or military leave (active duty), and management determines the vacated schedule needs to be filled, management will post the vacated schedule within seven (7) calendar days of such event so that employees in the affected job classification and reporting location, with more than 24 months of seniority may indicate within seven (7) calendar days their preference for such schedule. Assignments shall be made in accordance with Paragraph 16.1.2.1. If the experience and qualifications balance cannot be achieved within the reporting location, Paragraph 16.1.1.1 will apply. When the Hours-Days Schedule is vacated for any of the above reasons after the first ten (10) weeks of the 13-week schedule, and management determines the vacated schedule needs to be filled, the vacated schedule will be filled in accordance with the schedule change provisions in Section 16.2 of this Article.

16.2 The Company shall prepare weekly schedules showing hours and days by reporting location for all employees in a single job classification for the next week. Employees shall be notified thereof no later than 4:00 p.m. Thursday of the preceding week. The schedule shall indicate the hours and days which constitute the normal workweek. When notified forty-eight (48) hours prior to a schedule change, the weekly Hours-Days Schedule may be changed without a premium penalty. When a schedule change is necessary, the schedule to be changed will be that of the least senior, qualified employee which does not require backfilling.

16.2.1 Schedule Change Premium Penalty: Should the weekly Hours-Days Schedule be changed subsequent to the forty-eight (48) hour

notification, the affected employees shall be paid for the hours or days worked before or after the regular work schedule at a premium of one half the regular rate. The premium penalty may be waived by mutual consent of management and the affected employee.

- 16.2.2 After weekly Hours-Days Schedules have been prepared and employees notified, an employee may exchange one or more work schedules with another employee within the same work group and reporting location, provided such an arrangement is made for compelling personal reasons and approved by the immediate supervisor(s) involved. The schedule thereby agreed upon to be worked by the employee(s) involved, shall be considered as scheduled for the purpose of determining payment for the hours worked. Total payment made by the Company shall not be increased as the result of changing the schedule.
- 16.2.3 An employee may request changes in a previously assigned Hours-Days Schedule to attend to matters of a personal nature provided (1) approval is obtained before the day on which a change is desired; and (2) overtime is not created by the change. When such time is made up during the same workweek, such time off will not be considered an occurrence of absence, and when the change is made at the employee's request, the premium penalty indicated in Section 16.2.1 is not paid.
  - 16.2.3.1 With management's approval, if an employee elects to make up time during what would normally be Sunday premium, night premium, or overtime rate (except overtime beyond 40 hours in a week), the employee may do so; however, the normal Sunday premium, night premium, or overtime rate would not be paid.

- 16.3 The Company and Union agree that 16.2 and 16.2.1 apply only to changes in the weekly work schedule as posted. Working additional hours and/or days out of the basic schedule does not constitute a schedule change and premium referred to in 16.2.1 does not apply.
- 16.4 When an employee is reclassified to a different job classification, the employee shall be assigned to a reporting location and granted a choice on the thirteen week Hours-Days Schedule in accordance with the employee's seniority at the next posting of that Hours-Days Schedule at that reporting location, such choice being subject to the employee's ability to adequately handle the work requirements of the particular tour selected.
- 16.5 Return to Work. Employees returning from leaves of absence and furloughs, and employees coming in by transfer without a change in job classification, shall be assigned to a reporting location and granted a choice on the thirteen week Hours-Days Schedule in accordance with their seniority at the next posting of that Hours-Days Schedule at that location, subject to the employee's ability to adequately handle the work requirements of the particular tour selected.

## **ARTICLE 17. FOUR TEN-HOUR TOURS**

- 17.1 The Company may schedule the employees normal work week in four ten-hour tours. "Four-ten" schedules shall include at least two consecutive days off. Employees will not be scheduled on both a Saturday and Sunday on the same weekend. Employee(s) and management may mutually agree to waive the foregoing restrictions on the scheduling of "four-ten" workweeks.
- 17.1.1 Employees will be paid at the overtime rate for all hours worked in excess of forty hours in any calendar week or ten hours in any scheduled work day.
- 17.1.2 During weeks in which these employees are scheduled five eight-hour tours for a calendar week, normal work schedules, hours of work and basis of compensation will apply.
- 17.1.3 Non-paid lunch periods shall be thirty (30) minutes per tour as near the middle of the tour as practical.
- 17.1.4 There will be weeks during the year when the employees scheduled tours will revert back to five eight-hour tours for specific weeks. Normally this will occur when the employee is scheduled for school, vacation, or when a holiday falls during the week, or when required to meet the service demands of the business. The second week in which an employee is absent, sick paid would revert back to five eight-hour tours.

- 17.1.5 Paid absence time such as sickness and other paid time identified in Article 35 of the Agreement shall be treated as paid time based on ten hours per scheduled day.
- 17.1.6 Day-at-a-time vacation shall be paid at ten (10) hours for each day-at-a-time vacation day taken. Half-day-at-a-time vacation shall be paid at five (5) hours for each half-day-at-a-time vacation day taken. Total hours used on day-at-a-time and half-day-at-a-time vacation will be deducted from the employee's vacation eligibility so that the total vacation paid does not exceed that for which the employee is eligible under Article 32 of the Agreement.

## **ARTICLE 18. STRAIGHT EIGHT-HOUR TOURS**

- 18.1 Straight eight-hour tours may be scheduled in departments which have a three shift, twenty-four hour a day continuous operation. Such schedules shall be bid pursuant to the provisions of Article 16.
  - 18.1.1 Straight eight-hour tours shall have a twenty (20) minute paid lunch scheduled as close to the middle of the shift as practical.
  - 18.1.2 Straight eight-hour tours shall have a 10 minute paid relief period in each half of each shift; they shall be assigned not less than forty-five minutes from the start or end of each continuous period of work insofar as practical.
  - 18.1.3 Employees shall not be allowed to leave the work facility during paid lunch or break time.

## **ARTICLE 19. FORCE ADJUSTMENT**

- 19.1 Should the Company determine that a reduction in work time is necessary due to adverse economic conditions or other reasons it shall make effective such reduction among employees within the same job classification and headquarter location subject to the following conditions:
  - 19.1.1 Contractors and temporary employees in the same job classification and headquarter location to be reduced will be terminated and/or part-timed. Notice will be sent to the Union in advance of the effective date.
  - 19.1.2 If, after making the adjustments required in 19.1.1, conditions require further force adjustments the Company will provide the Union with fifteen (15) days notice of the number of employees by job classification to be reduced.

19.1.3 Layoffs and/or part-timing shall be in inverse order of seniority by job classification and headquarter location. Bumping into a higher job classification shall not be allowed.

19.1.3.1 Based on seniority, an employee may bump another employee with less seniority in a job classification held previously so long as the employee is physically able and capable of performing the job with minimal time for refamiliarization.

19.1.3.2 An employee whose position is identified for reduction shall have the right to displace the least senior employee at the same level as indicated below, as long as the employee is capable of performing the job with minimal time for refamiliarization. No more than ten (10) percent of any single classification will be displaced as the result of lateral bumping.

Senior Data Solutions Technician,  
Senior Electronic Technician,  
Metrology Technician,  
Data Solutions Technician,  
Electronic Technician,  
Material Control Clerk,  
Material Handling Associate

19.1.3.3 An employee whose job classification is listed in the job families below, who is to be laid off shall have the right to claim a job in a lower job classification according to the following job families, as long as the employee is capable of performing the job with minimal time for refamiliarization and the employee to be bumped has the least seniority.

**Job Family A**

Senior Metrology Technician  
Metrology Technician  
Senior Electronic Technician  
Senior Data Solutions Technician  
Electronic Technician  
Repair Technician  
Assembler

**Job Family B**

Senior Electronic Technician  
Electronic Technician  
Data Solutions Technician  
Repair Technician

Assembler

**Job Family C**

Senior Data Solutions Technician  
Data Solutions Technician  
Electronic Technician  
Repair Technician  
Assembler

**Job Family D**

Truck Driver-Heavy  
Material Handler  
Material Processor  
Service Associate  
Assembler

**Job Family E**

Material Control Clerk  
Material Processor  
Service Associate  
Assembler

**Job Family F**

Customer Service Representative  
Service Associate  
Assembler

**Job Family G**

Repair Technician  
Service Associate  
Assembler

**Job Family H**

Service Associate  
Assembler

19.1.3.3.1 No more than (10) percent of any single classification will be displaced as the result of bumping. This does not apply when bumping takes place within a single discipline.

19.1.3.4 Employees who bump into jobs under 19.1.3 and who are not capable of performing the job with minimal familiarization will be laid off, with recall rights only for the job the employee held when the layoff occurred.

19.2 Employees who are laid off will be recalled in the same jobs or in other jobs

which they are qualified to perform in order of seniority, highest to lowest and by headquarter location. At the time of layoff, an affected employee must designate which job classifications, he/she would be willing to accept if subject to recall into that classification by the Company.

- 19.2.1 The Company shall not hire any new employees until it has offered recall, by registered letter mailed to the last mailing address (known to the Company) to all employees laid off during the prior two years in the same headquarter location provided that in the judgment of management, the laid off employees have sufficient qualifications to fill the jobs the Company has available and provided they have incurred no physical impairment that would prevent their performing the work.
- 19.2.2 A laid off employee will have five working days after receipt of the letter to indicate acceptance of the job and be willing to report no more than two weeks after receipt of the letter.
- 19.2.3 If an employee does not accept a job offered, the Company will consider that the employee has voluntarily resigned and the Company will have no further obligation to the employee.
- 19.2.4 Upon recall by the Company, laid off employees who return within two years from the date of their layoff shall be returned to the same seniority date and accredited service status as held at the time of layoff. After two years, a laid off employee will be terminated and will have no further recall rights.

## **ARTICLE 20. SAFETY PRACTICES**

- 20.1 The Company will make every reasonable effort to provide employees with safe working conditions, and the Union will lend its full support and encouragement to the practice of safety by employees.

## **ARTICLE 21. PROMOTIONS AND RECLASSIFICATIONS**

- 21.1 Seniority shall be given first consideration in a reclassification to a different job when the individuals being considered have substantially the same qualifications to efficiently and effectively perform the work.
  - 21.1.1 An employee accepting a reclassification is required to work in the new classification for a period of time noted below, unless waived by management:

Wage Schedule(s)    Period of Time

1	9 months
2, 3, 4	18 months
5, 6	30 months

21.1.1.1 The above time limits shall be waived for employees who are reclassified due to force adjustments to a lower wage schedule or from full-time to part-time.

21.2 The Company reserves the exclusive right to make selections of employees for promotion to positions not covered by the Agreement.

21.3 The Company will provide the Union with notification of the successful candidate selected for jobs filled under the provisions of this Article.

## **ARTICLE 22. TRANSFERS**

22.1 An employee may be transferred from one headquarters location to another if the transfer will not result in the demotion, layoff, or part-timing of employees in the headquarters location to which the employee is being transferred.

22.1.1 In the case of Company-initiated transfers, the Company first will give preference in order of seniority to qualified employees who are willing to accept the transfer. If no employee is willing to accept the transfer, the least senior qualified employee in the headquarters location who has the necessary qualifications will be transferred.

22.1.2 In the case of employee-requested transfers, where two or more employees request the transfer, the most senior employee who has the necessary qualifications will be selected for the transfer.

22.1.3 Employees who are transferred at their own request or who transfer to avoid layoff, will pay their own moving expenses. The Company will pay the moving expenses of an employee who transfers at the Company's request.

22.1.4 The decision of the Company in any of the foregoing factors will be controlling unless the Company is shown to have acted in bad faith.



## **ARTICLE 23. OVERTIME BY SENIORITY**

- 23.1 The method of distribution for overtime work shall be by seniority among regular employees within a classification who are qualified to do the class of work to be performed and who usually perform such work during their normal working schedules.
- 23.2 If volunteers are not sufficient to meet the Company's needs the overtime will be assigned in inverse order of seniority within the work group affected until the Company's needs are met.

## **ARTICLE 24. TOOLS**

- 24.1 The Company will furnish special tools and protective equipment (such as rubber gloves, rubber blankets, rubber boots, goggles, etc.) when these items are required in the work. If any or all of such Company-owned equipment issued to employees is lost, destroyed or damaged through their fault or neglect, or if they leave the service of the Company without returning the equipment charged out to them, they shall pay the Company for those items.
- 24.2 The employee will furnish all personal tools required in the employee's work. All such personal tools, which the Company determines are necessary in the work, will repair or replace with tools of like quality and any such tools worn out or broken on the job.

## **ARTICLE 25. EXPENSE ALLOWANCE**

- 25.1 Employees may be subject to work assignments at other than their normal headquarters location. Qualified employees in affected job classifications will be given the opportunity to volunteer for such assignments. If there are more qualified employees in the affected job classification who volunteer than needed, the qualified volunteers shall be selected in order of seniority. If the number of qualified volunteers in the affected job classification is insufficient to meet work requirements, management will make assignments of qualified employees in the affected job classifications in accordance with the following process:
- 25.1.1 A roster of qualified employees in the affected job classification will be maintained indicating the number of hours worked away from headquarters during the calendar year. This roster will be posted on bulletin boards no later than the fifteenth of the month following the month to which the record applies. The employee with the least number of hours worked away from headquarters will be assigned. If two or more employees have the same number of hours, the least senior employee will be assigned.

- 25.2 An employee assigned to work sixty (60) miles or more from his/her headquarters/home and authorized to stay overnight will be allowed to travel on Company time and expense on the first trip to and the last trip from the assignment and be paid per diem as follows:

Per diem of \$89.00 per day

or

Per diem of \$34.00 per day plus clean, comfortable lodging.

Partial Day Meal Allowance

Breakfast	\$ 6.50
Lunch	\$ 8.00
Dinner	\$16.00

One of the above options shall be selected prior to the start of each assignment and used for the duration of the assignment.

- 25.2.1 Eligibility for per diem, travel time, and mileage will be determined by the shortest distance between home or headquarters location and the temporary assignment.
- 25.2.2 Breakfast will not be paid on the first day out or dinner on the last day back of any overnight assignments.
- 25.2.3 An employee assigned to a temporary assignment over sixty (60) miles for seven (7) continuous days will be entitled to reimbursement for reasonable receipted laundry expense, excluding dry-cleaning.
- 25.2.4 Employees assigned qualifying duty for per diem who are not able to work because of illness or injury will continue to receive per diem while temporarily incapacitated, provided they are actually staying overnight and incurring expenses. Employees hospitalized or at home during the disability will not continue to receive the per diem.
- 25.3 When an employee is requested to use his/her personal vehicle in connection with job duties or when he/she uses a personal vehicle upon his/her request and permission is granted, the Company will reimburse round trip mileage between the normal location and the temporary location.
- 25.3.1 Mileage allowance will be paid according to Company policy, but in no case less than the current IRS mileage rate. When travel is provided in a Company vehicle, such mileage does not apply.

- 25.4 Time spent by an employee in travel under Company direction and in the line of assigned job duties either as a driver or passenger in a Company motor vehicle shall be treated as working time, excluding meal time and time spent in normal commute to and from the employee's residence or temporary lodging to the worksite.
- 25.5 An employee who is assigned to work sixty (60) miles or more away from their normal headquarters, excluding Company school attendance, may, at employee request, be returned to his/her headquarters/home on Company time and expense once each four (4) weeks for personal time at home.
- 25.5.1 Wherever there exists a service emergency, the four (4) week period will not operate to limit the Company in taking actions appropriate to the circumstances. In such events, the return to headquarters/home will be as expeditious as circumstances then existing will permit.
- 25.5.2 With supervisory approval, an employee may elect to use a Company vehicle to return to his/her home on weekends and other non-work days on his/her own time and expense. An employee will not receive expense allowances or per diem for time spent at his/her residence.
- 25.6 Employees may be assigned temporarily to work at other locations, but while so assigned, they retain status as of their principal location, including wage treatment.

## **ARTICLE 26. BRIDGING OF SERVICE**

- 26.1 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.
- 26.1.1 **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.**

- 26.2 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 27. LEAVES OF ABSENCE**

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

## **ARTICLE 28. TEMPORARY EMPLOYEES**

- 28.1 Employees may be engaged on a temporary basis from time to time for a specific project or need (arising, for example, because of new customers, 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 business that may be occasioned by resignations, dismissals, or any other condition which may bring about a force shortage.
- 28.2 After being classified as temporary for twelve (12) consecutive months, an employee will be reclassified as a regular employee.
- 28.3 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 16 (Selection of Work Schedules);
- B. Article 21 (Promotions and Reclassifications);
- C. Article 27 (Leaves of Absence);
- D. Article 31 (Holidays and Holiday Premiums);
- E. Article 32 (Vacations);
- F. Article 33 (Short Term Disability);
- G. MIFA # 2 Article 6 (Long Term Disability);
- H. MIFA # 2 Article 7 (Health and Basic Life Insurance Benefits); and,
- I. MIFA # 2 Article 8 (Retirement Benefits).

28.3.1 After six (6) consecutive calendar months as a temporary employee, the aforesaid exceptions A, B, C, D and E (Selection of Work Schedules, Promotions and Reclassifications, Leaves of Absence, Holidays and Holiday Premiums, and Vacations) shall not apply; however, exceptions F, G, H and I (Short Term Disability, Long Term Disability, Health and Basic Life Insurance Benefits, and Retirement Benefits) shall continue to apply.

28.4 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

28.5 Temporary employees who reclassify to regular will be granted accredited service and seniority from their most recent date of hire.

## **ARTICLE 29. INCLEMENT WEATHER**

29.1 When the Company closes an office due to weather related emergencies, or where travel is prohibited and reviewed by the Company/Labor Relations, employees will given the options of surplus, vacation day or personal day.

29.2 Employees sent home due to weather related emergencies will be paid in accordance with the following:

29.2.1 If employees report in person at their assigned reporting center, they will be paid a minimum of 4 hours.

29.2.2 If employees work into the second session, they will be paid for a full day.

29.2.3 The determinations listed in 29.2.1 and 29.2.2 can be used by the Company only three (3) times in a calendar year.

29.2.4 The employee will be granted ATO time for hours not paid under the above paragraph or in lieu of the 4 hours minimum, the employee may elect to receive a day-at-a-time vacation or a floating holiday.

## **ARTICLE 30. BASIS OF COMPENSATION & WAGE ADMINISTRATION**

- 30.1 Normal Workweek and Workday – Part-Time Employees: Up to eight hours per day and normally less than forty hours per week. Part-Time employees must be scheduled one day off each calendar week.
- 30.2 Normal Workweek and Workday – Full-Time Employees: A normal workweek shall consist of five (5) working days of not more than eight (8) hours. Sunday shall be considered the first day of a week. The extent to which Monday to Friday workweeks, and workweeks with two consecutive days off, can be scheduled is subject to service requirements and the overall needs of the business, as determined by the Company.
- 30.3 There are two rates of pay for hours worked as follows:
- 30.3.1 Regular Rate - Basic rate plus differential, if any.
- 30.3.2 Overtime Rate - One and one-half times the regular rate.
- 30.4 The overtime rate is paid under either of the following conditions. (Any hours for which the overtime rate is paid shall not be considered to constitute a part of the normal workday or normal workweek, except that work scheduled on Sunday will be considered part of the normal workweek.):
- 30.4.1 Hours worked in excess of eight in one day.
- 30.4.2 Hours worked in excess of forty in one calendar week provided the overtime rate has not already been paid under Paragraph 30.4.1 for the same hours.
- 30.5 An employee called out after having left the job at the completion of a normal tour of duty and before the beginning of the next scheduled tour of duty shall be paid a minimum of two (2) hours pay at the premium rate of one and one half (1½) times their basic straight-time rate of pay or for the hours worked whichever is greater. Such payment shall not extend beyond the start of the next scheduled tour.
- 30.6 Call-out pay and overtime pay are not paid concurrently.

30.7 Regular rates will be paid for all other hours worked except holiday time worked.

30.7.1 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 29.2); Holiday time (31.1); paid vacation time (MIFA # 2 Article 5: General Vacation Provisions); death in the immediate family (35.2); time off for visit to Company doctor (35.3); jury duty (35.4); witness time (35.5); time spent with representatives of management to discuss grievances and complaints (35.6) and voting time (35.7).

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

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

30.8 A premium of \$1.25 per hour will be paid for any hour or portion thereof worked between 10:00 p.m. and 5:59 a.m. This premium does not apply when any other premium or overtime is paid.

30.9 A premium consisting of one half the regular rate of pay will be paid for Sunday work; however, hours worked on a Sunday are not eligible for Sunday premium pay where such hours represent the beginning of an employee's work week, and the majority of the work falls on Monday.

30.10 When an employee is assigned by management to be in charge of a work group of five (5) or more other employees, the employee shall receive a differential of \$.75 per hour above the employee's basic rate for an assignment of eight consecutive hours or more.

30.11 This agreement contains 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:

30.11.1 Job classification.

30.11.2 Attendance, punctuality, ability, application, safety and conduct, as well as quantity and quality of the employee's work.

30.11.3 Accredited service since the last merited progression increase.

30.12 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.

- 30.13 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.
- 30.14 When an employee performs work in the higher classification for eight consecutive hours or more, the employee's rate of pay will be adjusted to the next higher wage schedule above the employee's present rate for all hours worked in higher classification.
- 30.15 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.
- 30.16 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.
- 30.16.1 When an employee, in lieu of layoff, is reduced to the next lower wage in a lower wage schedule and within three years 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.
- 30.17 All wage progressions shall be based on the intervals in the wage schedules applying to the particular job classification in which the employee is actually working.
- 30.18 New inexperienced employees shall be employed at the starting rate applying to the position title classification. New experienced employees may be employed at a rate commensurate with the employee's ability and experience in the position title being applied for, provided, however; that the rate is mutually agreeable to the Company and the Union.
- 30.19 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.



## ARTICLE 31. HOLIDAYS AND HOLIDAY PREMIUMS

31.1 The following days shall be observed as authorized holidays:

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

31.1.1 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".

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

31.2 When an authorized holiday falls on Sunday, it shall be observed on the following Monday, and in such case the Sunday work shall be paid at a premium of one-half the regular rate, and the holiday pay shall be paid for the following Monday.

31.3 Employees who are eligible for floating holidays may, in seniority order and immediately following the annual vacation bid process, select scheduled workday(s) to observe as floating holiday(s), subject to supervisory approval of the day(s) selected.

31.3.1 Requests to schedule or reschedule floating holidays made after the bid process provided for in Section 31.4 will be considered on a first come, first served basis and subject to supervisory approval. Employees will provide notice to his/her supervisor of the day on which he/she wishes to observe the floating holiday(s) by 5:00 p.m. Monday of the preceding week so that management may review work requirements to determine whether the day requested is available and, if so, properly post the schedule. The supervisor has the discretion to waive the 5:00 p.m. Monday deadline. When a change to a previously scheduled floating holiday(s) is involved, at the time the supervisor approves the floating holiday(s) change the employee must stipulate which previously scheduled floating holiday(s) are to be eliminated.

- 31.3.2 If, by October 15, one or more employee(s) have still not scheduled one (1) or more floating holiday(s), management will provide the employee(s) a list of the available days remaining, and the affected employee(s) must select a day or days on that list to observe the remaining unscheduled floating holiday(s). This selection must be made before October 22 or the employee will forfeit any remaining unscheduled floating holiday(s).
- 31.4 Full-time and part-time employees, whether or not they are required to work on an authorized holiday or its observed equivalent (“holiday(s)”), shall be paid eight (8) hours at the employee’s basic wage rate for the holiday, provided, however, that when a holiday falls on the employee’s regularly scheduled day off, such employee shall be scheduled one (1) other day off in the same workweek.
- 31.4.1 Part-time employees shall be paid at the rate of 50% for the holiday pay provided for in Section 31.5.
- 31.4.2 In addition to the holiday pay provided for in Section 31.4, full-time and part-time employees working on an authorized holiday or its observed equivalent 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.
- 31.4.3 Hours worked on a holiday in addition to eight (8) will be compensated at the rate of two and one-half (2½) times the regular rate.
- 31.4.4 In no event will any payment made on a holiday exceed two and one-half (2½) times the regular rate.
- 31.5 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.
- 31.6 No holiday premium pay or holiday pay will be made when an employee is absent without permission any part of the employee’s last scheduled workday before the holiday or the employee’s first scheduled workday following the holiday.
- 31.7 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 pay computed by multiplying the number of hours worked by the employee within the scheduled tour by the employee’s basic wage rate.
- 31.8 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:

- 31.8.1 Furlough, leave of absence or accident disability - no holiday pay.
- 31.8.2 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 employee's illness as detailed in Paragraph 33.8.

## **ARTICLE 32. VACATIONS**

- 32.1 Vacation will be scheduled throughout the year in such a manner that standards of service shall be maintained.
  - 32.1.1 The Company and Union agree that employees on the same vacation bid schedule may trade vacations with the concurrence of management.
  - 32.1.2 Weeks that include an observed holiday may not be traded. Such weeks will be posted for two weeks and awarded by seniority.
- 32.2 Subject to service requirements, seniority shall be the governing factor in choice of vacation time for employees in each job classification and reporting location. Vacations for the following year will be bid prior to December 31 of the prior year.
- 32.3 Regular full-time and part-time employees may take, on a day-at-a-time and/or half-day-at-a-time basis, vacation time already bid, provided the employee notifies his/her supervisor by 5:00 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 5:00 p.m. Monday deadline provided service is not affected or overtime created. At the time the supervisor approves a day-at-a-time or half-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 vacation day(s) remaining on a bid vacation schedule by 5:00 p.m. Monday of the preceding week must be taken as scheduled.

- 32.3.1 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 half-day or day or explaining the reason for refusal.
- 32.4 Vacations cannot be allowed to accumulate from year to year, but shall be completed each year.
  - 32.4.1 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 32, Section 32.2 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 32, Section 32.3.
- 32.5 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 work day following or last scheduled workday preceding that vacation period, at the employee’s option.
- 32.6 Payment to part-time employees shall be calculated based on 50% of their regular rate of pay.
- 32.7 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 32.3.
- 32.8 Employees may use one week of vacation on a half-day-at-a-time basis.

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

### **ARTICLE 33. SHORT TERM DISABILITY**

- 33.1 Regular Full-time Employees with one (1) or more year(s) of service shall be paid Short Term Disability benefits at basic wage rates, not to exceed 40 hours per week, for scheduled working days absent from duty when incapacitated by physical illness or physical injury (ruled not compensable by the Industrial Board of Indiana).
  - 33.1.1 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

33.2 Eligibility for Short Term Disability benefits shall begin on the scheduled Workday provided for in Section 33.1.1, except under the following circumstances:

33.2.1 The Short Term Disability waiting period under Section 33.1.1 (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 not been absent for personal illness and/or injury in the previous **twelve (12)** months; or,
- B. is hospitalized on the first scheduled work day 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.

33.2.2 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.

33.3 Successive periods of Short Term Disability 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 under Section 33.1, 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 and not as part of any disability which preceded such period of thirteen (13) weeks. Any reported absent sick or off-the-job injury would interrupt this thirteen (13) week restoration period.

33.4 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.

- 33.5 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.
- 33.5.1 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.**
- 33.5.2 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.
- 33.6 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 predisability leave of absence.
- 33.6.1 Employees on a predisability leave of absence, who become disabled by the condition for which the predisability leave of absence was given will be granted Short Term Disability benefits subject to the provisions of Article 33.
- 33.6.2 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.
- 33.7 Upon request, employees who are receiving sickness disability benefits will have their physician complete and forward to the Company 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.
- 33.8 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.

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

**33.9.1** 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,

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

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

## **ARTICLE 34. ACCIDENT DISABILITY**

**34.1** In cases of physical disability to work resulting from compensable accidental injuries while on the job, benefits will be paid in accordance with the laws of the state in which the injury occurs. The Company will augment the payments the employee receives through Worker's Compensation in the following manner:

**34.1.1** 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.

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

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

**34.2** The payments mentioned in 34.1.1 and 34.1.2 shall be made on the employee's normal payday.

## ARTICLE 35. ABSENCE – MISCELLANEOUS

- 35.1 Employees who are absent from work, whether for personal reasons or when incapacitated, must so notify their immediate supervisor prior to the start of their tour. Failure to do so is sufficient reason to withhold sickness-disability benefits.
- 35.2 Death in the Family. When an employee is absent due to a death in the employee's family, payment shall be made as follows:
- 35.2.1 Three consecutively scheduled working days for the death of an employee's spouse, mother, father, son, daughter, brother or sister, mother-in-law, father-in-law, sister-in-law, brother-in-law.
- 35.2.1.1 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.
- 35.2.2 Two consecutively scheduled working days for the death of an employee's stepmother, stepfather, stepchildren, grandmother, grandfather, grandchild, aunt, uncle, or other relative of the employee who lived in the employee's household at the time of death.
- 35.2.3 Death in the family benefits will not be paid for any "step" or half" relationships except as detailed in 35.2.2.
- 35.2.4 Should a death in an employee's family covered by this Section 35.2 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.
- 35.3 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.
- 35.4 Jury Duty. Employees absent from their duties with the Company because of jury duty shall receive basic pay for jury duty.



- 35.4.1 Employees engaged in jury duty shall, while temporarily excused from attendance in court, report and make themselves available for work during scheduled time of onehalf day or more, as circumstances reasonably will permit.
- 35.5 Witness. Employees absent from their duties to appear in court as a witness, under subpoena, shall be allowed a maximum of one day's absence with pay if they are not involved in the case in a manner discreditable to themselves or the Company. Payment shall be at the basic rate of pay for all hours the employee is required to be absent up to a maximum of eight (8) hours.
- 35.6 Union officers and representatives shall suffer no loss of basic pay for the time spent with representatives of management to discuss grievances and complaints. The Company will pay up to two (2) Union representatives for reasonable time spent in bargaining a new labor agreement.
- 35.7 Voting Time. Upon arrangement for a time which will conflict the least with the requirements of the service, an employee entitled to vote shall suffer no loss of basic pay for reasonable time off to vote in any general, national, state, or county election. This will apply only to an employee who could not reasonably be expected to vote on the employee's own time.
- 35.8 Military Reserve Training. Regular full-time employees who attend military reserve training in the U.S. Armed Forces will be paid the difference, if any, between the total pay they receive from the government for the 14-day tour of duty and their basic wage rate for 10 workdays, providing 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 36. RELIEF PERIODS**

- 36.1 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.
- 36.1.1 It is recognized that the normal provisions for scheduled relief periods may not apply when only one person is on duty. In such instances, relief should be taken so as not to interfere with service requirements.

## **ARTICLE 37. MISCELLANEOUS**

- 37.1 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 these Agreements.
- 37.2 It is recognized that the employees are obligated to adhere to written Company practices which are not in conflict with these Agreements.
- 37.3 Nothing in these Agreements 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 these Agreements 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 A- WAGE SCHEDULES**

<b>Wage Schedule 1</b>					
<b>Interval</b>	<b>Current Rate</b>	<b>Effective 5/8/2016</b>	<b>Effective 5/7/2017</b>	<b>Effective 5/6/2018</b>	<b>Effective 5/5/2019</b>
Start	\$10.48	\$10.69	\$10.90	\$11.12	\$11.40
6 Mo.	\$11.37	\$11.60	\$11.83	\$12.07	\$12.37
12 Mo.	\$12.33	\$12.58	\$12.83	\$13.08	\$13.41
18 Mo.	\$13.31	\$13.58	\$13.85	\$14.12	\$14.48
24 Mo.	\$14.33	\$14.62	\$14.91	\$15.21	\$15.59
Top	\$15.11	\$15.41	\$15.72	\$16.03	\$16.44
Job Title:	Assembler				

<b>Wage Schedule 2</b>					
<b>Interval</b>	<b>Current Rate</b>	<b>Effective 5/8/2016</b>	<b>Effective 5/7/2017</b>	<b>Effective 5/6/2018</b>	<b>Effective 5/5/2019</b>
Start	\$12.97	\$13.23	\$13.49	\$13.76	\$14.11
6 Mo.	\$13.58	\$13.85	\$14.13	\$14.41	\$14.77
12 Mo.	\$14.20	\$14.48	\$14.77	\$15.07	\$15.45
18 Mo.	\$14.93	\$15.23	\$15.53	\$15.84	\$16.24
24 Mo.	\$15.67	\$15.98	\$16.30	\$16.63	\$17.04
30 Mo.	\$16.53	\$16.86	\$17.20	\$17.54	\$17.98
36 Mo.	\$17.49	\$17.84	\$18.20	\$18.56	\$19.02
42 Mo.	\$18.54	\$18.91	\$19.29	\$19.67	\$20.17
Top	\$19.79	\$20.19	\$20.59	\$21.00	\$21.53
Job Title:	Service Associate				

<b>Wage Schedule 3</b>					
<b>Interval</b>	<b>Current Rate</b>	<b>Effective 5/8/2016</b>	<b>Effective 5/7/2017</b>	<b>Effective 5/6/2018</b>	<b>Effective 5/5/2019</b>
Start	\$13.34	\$13.61	\$13.88	\$14.16	\$14.51
6 Mo.	\$13.94	\$14.22	\$14.50	\$14.79	\$15.16
12 Mo.	\$14.61	\$14.90	\$15.20	\$15.50	\$15.89
18 Mo.	\$15.35	\$15.66	\$15.97	\$16.29	\$16.70
24 Mo.	\$16.17	\$16.49	\$16.82	\$17.16	\$17.59
30 Mo.	\$17.08	\$17.42	\$17.77	\$18.13	\$18.58
36 Mo.	\$18.20	\$18.56	\$18.94	\$19.31	\$19.80
42 Mo.	\$19.63	\$20.02	\$20.42	\$20.83	\$21.35
Top	\$20.57	\$20.98	\$21.40	\$21.83	\$22.37
Job Title(s):	Customer Service Representative Material Processor Mobile- Repair Technician Repair Technician				

**EXHIBIT A- WAGE SCHEDULES****Wage Schedule 4**

<b>Interval</b>	<b>Current Rate</b>	<b>Effective 5/8/2016</b>	<b>Effective 5/7/2017</b>	<b>Effective 5/6/2018</b>	<b>Effective 5/5/2019</b>
Start	\$15.48	\$15.79	\$16.11	\$16.43	\$16.84
6 Mo.	\$16.27	\$16.60	\$16.93	\$17.27	\$17.70
12 Mo.	\$17.16	\$17.50	\$17.85	\$18.21	\$18.67
18 Mo.	\$18.09	\$18.45	\$18.82	\$19.20	\$19.68
24 Mo.	\$19.23	\$19.61	\$20.01	\$20.41	\$20.92
30 Mo.	\$20.46	\$20.87	\$21.29	\$21.71	\$22.26
36 Mo.	\$21.80	\$22.24	\$22.68	\$23.13	\$23.71
42 Mo.	\$23.41	\$23.88	\$24.36	\$24.84	\$25.46
48 Mo.	\$24.23	\$24.71	\$25.21	\$25.71	\$26.36
Top	\$25.30	\$25.81	\$26.32	\$26.85	\$27.52

Job Title(s): Data Solutions Technician  
 Electronic Technician  
 Material Control Clerk  
 Material Handler

**Wage Schedule 4A**

<b>Interval</b>	<b>Current Rate</b>	<b>Effective 5/8/2016</b>	<b>Effective 5/7/2017</b>	<b>Effective 5/6/2018</b>	<b>Effective 5/5/2019</b>
Start	\$16.28	\$16.61	\$16.94	\$17.28	\$17.71
6 Mo.	\$17.15	\$17.49	\$17.84	\$18.20	\$18.65
12 Mo.	\$18.05	\$18.41	\$18.78	\$19.15	\$19.63
18 Mo.	\$19.00	\$19.38	\$19.77	\$20.16	\$20.67
24 Mo.	\$20.01	\$20.41	\$20.82	\$21.23	\$21.77
30 Mo.	\$21.09	\$21.51	\$21.94	\$22.38	\$22.94
36 Mo.	\$22.20	\$22.64	\$23.10	\$23.56	\$24.15
42 Mo.	\$23.39	\$23.86	\$24.33	\$24.82	\$25.44
48 Mo.	\$24.61	\$25.10	\$25.60	\$26.12	\$26.77
Top	\$25.91	\$26.43	\$26.96	\$27.50	\$28.18

Job Title(s): Truck Driver- Heavy

**Wage Schedule 5**

<b>Interval</b>	<b>Current Rate</b>	<b>Effective 5/8/2016</b>	<b>Effective 5/7/2017</b>	<b>Effective 5/6/2018</b>	<b>Effective 5/5/2019</b>
Start	\$17.74	\$18.09	\$18.46	\$18.83	\$19.30
6 Mo.	\$18.70	\$19.07	\$19.46	\$19.84	\$20.34
12 Mo.	\$19.84	\$20.24	\$20.64	\$21.05	\$21.58
18 Mo.	\$21.07	\$21.49	\$21.92	\$22.36	\$22.92
24 Mo.	\$22.51	\$22.96	\$23.42	\$23.89	\$24.48
30 Mo.	\$24.17	\$24.65	\$25.15	\$25.65	\$26.29
36 Mo.	\$26.04	\$26.56	\$27.09	\$27.63	\$28.32
42 Mo.	\$28.24	\$28.80	\$29.38	\$29.97	\$30.72
48 Mo.	\$29.24	\$29.82	\$30.42	\$31.03	\$31.81
Top	\$30.88	\$31.50	\$32.13	\$32.77	\$33.59

Job Title(s): Metrology Technician  
Senior Data Solutions Technician  
Senior Electronic Technician

**EXHIBIT A- WAGE SCHEDULES****Wage Schedule 6**

<b>Interval</b>	<b>Current Rate</b>	<b>Effective 5/8/2016</b>	<b>Effective 5/7/2017</b>	<b>Effective 5/6/2018</b>	<b>Effective 5/5/2019</b>
Start	\$19.32	\$19.71	\$20.10	\$20.50	\$21.02
6 Mo.	\$20.25	\$20.66	\$21.07	\$21.49	\$22.03
12 Mo.	\$21.65	\$22.08	\$22.52	\$22.98	\$23.55
18 Mo.	\$23.15	\$23.61	\$24.09	\$24.57	\$25.18
24 Mo.	\$24.74	\$25.23	\$25.74	\$26.25	\$26.91
30 Mo.	\$26.47	\$27.00	\$27.54	\$28.09	\$28.79
36 Mo.	\$28.27	\$28.84	\$29.41	\$30.00	\$30.75
42 Mo.	\$30.21	\$30.81	\$31.43	\$32.06	\$32.86
48 Mo.	\$31.57	\$32.20	\$32.85	\$33.50	\$34.34
Top	\$32.30	\$32.95	\$33.60	\$34.28	\$35.13

Job Title(s): Senior Metrology Technician

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

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

**COMMON INTEREST FORUM**

1. Frontier North Inc. (“the Company”) and the International Brotherhood of Electrical Workers, Local Union 723, (“the Union”) hereby agree to form a Common Interest Forum chartered to share information and develop recommendations for the Company concerning the effects of issues of mutual interest to the Company and Union, employees and customers.
2. The Committee will be composed of an equal number of representatives of management and union leadership, with no more than two (2) local union representatives serving on the committee as part of the union’s representation. When deemed necessary, working committees may be established on an ad hoc basis as determined by the Committee.
3. The Committee meetings will be held during normal working hours on Company premises and members will be paid basic straight time wages for their attendance.
4. Company representatives will provide the Committee information on the status of issues and changes of mutual interest to the parties.
5. 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
6. Either party may cancel this Memorandum of Agreement with a sixty (60) day written notice to the other party. The parties agree to make every attempt to resolve all issues prior to cancellation.

For the Company:

For the Unions:

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Peter Homes  
Director, Labor Relations

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Corey Lehman  
IBEW Local 723, Business Manager

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

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

**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 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 for the advisory decision.
9. The advisory decisions 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 the Agreement unless agreed to by the parties in writing.

For the Company:

For the Unions:

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Peter Homes  
Director, Labor Relations

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Corey Lehman  
IBEW Local 723, Business Manager



**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

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

**ON-CALL**

Frontier North Inc. (“the Company”) and the International Brotherhood of Electrical Workers, Local Union 723, (“the Union”) agree that employees may be assigned to on-call status under the following guidelines:

1. A list of volunteers will be maintained and assignments will be rotated on a weekly basis among qualified volunteers. In the absence of qualified volunteers, management will assign all qualified individuals to be on-call in inverse order of seniority on a rotating basis.
2. If on-call assignments conflict with the employee’s personal calendar, he or she will be afforded the opportunity to trade days or weeks with supervisory approval. Solicitation of the trade will be the responsibility of the employee
3. Compensation shall be \$125.00 per week for weekly assignment, \$15.00 per daily assignment, \$25.00 per non-scheduled day assignment, or \$30.00 per Holiday assignment.
4. If work is performed, the employee shall receive the applicable minimum “call-out” in addition to the “on-call compensation” for the daily or weekly assignments. Compensation beyond the first “call-out” each day shall be for actual hours worked.
5. This practice does not supersede normal call-out procedures when required to meet service commitments.
6. Employees assigned to “On-Call” must be reachable on their Company-provided cell phone and, in situations where cell service may not be available to an employee, the employee must provide the Company with an alternate telephone number where they can be reached. Employees assigned to such duty must be accessible and available to promptly respond to a call-out during the term of assignment in order to receive compensation.
7. This Memorandum of Agreement is effective upon ratification, and may be cancelled by either party with thirty (30) day written notice to the Business Manager or the Manager of Human Resources, as applicable. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall terminate on May **9, 2020**, and shall not survive the

expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

For the Company:

For the Unions:

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Peter Homes  
Director, Labor Relations

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Corey Lehman  
IBEW Local 723, Business Manager

**LETTER OF UNDERSTANDING**

**between**

**FRONTIER NORTH INC.**

**and**

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

**STAFFING AGREEMENT**

Frontier North Inc. and the International Brotherhood of Electrical Workers agree to allow employees the opportunity to bid on vacant positions in Logistics or in Indiana Operations through the normal staffing procedure.

1. Bargaining unit vacancies will be posted for bid by employees in each collective bargaining agreement; however, the Company will assume no obligations or liabilities beyond those expressly stated in related provisions of the respective bargaining agreements.
2. Employees who self-nominate on positions will be considered based on qualifications and seniority.
3. Grievances that may arise as a result of this process may only be filed in the Company filling the vacancy in question.
4. An employee covered by this agreement who accepts a position under another collective bargaining agreement, after being identified for layoff, may not at a later date return to the original collective bargaining agreement through this agreement. Such employee would not be restricted from using the inter-company transfer process.
5. In addition, the parties agree to recognize seniority consistent with the definition in their respective agreement.

This agreement will not be precedent setting.

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

**MEMORANDUM OF AGREEMENT**

**between**

**FRONTIER NORTH INC.**

**and**

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

**UNION LEAVE OF ABSENCE**

WHEREAS former Frontier/IBEW Local 723 bargaining unit employees have become full-time employees of the IBEW Local 723 or its local affiliates;

WHEREAS the treatment of such IBEW Local 723 employees for Frontier/GTE pension benefit credit varies both among former Frontier/GTE/IBEW bargaining units and between IBEW and local affiliate employment; and,

WHEREAS other employers in Frontier's industry permit similarly situated employees greater pension benefits credit than does Frontier/GTE;

NOW THEREFORE Frontier North Inc. and the International Brotherhood of Electrical Workers, Local Union 723, agree as follows:

1. Any full time employee of Frontier North Inc. who becomes a full-time employee of either IBEW or a 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 employee shall continue to accumulate seniority and shall retain return rights to the bargaining unit.
2. 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.
3. In the event that any court of competent jurisdiction finds this Agreement 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.

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

For the Company:

For the Unions:

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Peter Homes  
Director, Labor Relations

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Corey Lehman  
IBEW Local 723, Business Manager