frontier
Welcome to the New Frontier

Frontier Communications of the Southwest Inc.

and

International Brotherhood of Electrical Workers
(Local Union 543)

MIFA # 3 Appendix 2

Gardnerville Provisions

Article 1. Recognition

1.1 Pursuant to the provisions of Section 9 of the National Labor Relations Act and in accordance with the Rules and Regulations of the National Labor Relations Board, said Board issued on June 7, 1946, its certification of representatives in the case involving the parties hereto Numbered 21-R-3233 (old California Interstate area) which Order is by this reference incorporated herein.

1.2 The Company recognizes the Union as the exclusive representative of all employees in Gardnerville, Stateline, Topaz Lake and Yerington working in the classifications covered by this Agreement (as listed in Exhibit 1,"Job Classifications") for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment.

1.3 This Collective Bargaining Agreement shall be binding upon the Union and the Company, their successors and assigns, and shall continue in full force and effect in the event of the sale or other transfer of the business covered by this Agreement. As a condition of the sale or other transfer of the business covered by this Collective Bargaining Agreement, the Company shall require the transferee to assume and adopt the terms and conditions of this Collective Bargaining Agreement and to continue to recognize the Union as the sole bargaining agent for the employees covered by this Collective Bargaining Agreement.

Article 2. Management Rights

2.1 The Company shall be free to exercise in every way the customary functions of management. The Company retains the exclusive right and power to manage its business and direct the working forces, including the right to hire, classify, evaluate, reassign, lay off, suspend or discharge for just cause, contract out or transfer its employees, the right to make and enforce reasonable work rules and regulations including but not limited to those pertaining to attendance, on the job conduct, safety etc.; and the right to enact Company policies, rules and regulations provided it does not directly conflict with the provisions of this Agreement. Nothing in this Agreement is intended to or is to be construed in any way to interfere with the recognized prerogative of the Company to manage and control its business.

2.2 It is agreed from time to time the Company will employ people who do not fully meet the Company's normal employment standards, and place such employees in jobs which they can perform, within their limitations. Nothing in the foregoing, however, will preclude Management assigning these employees to higher rated jobs at a later time if they are qualified to perform the higher rated jobs, provided that such assignment does not supersede a senior qualified employee with a bid on file for the job at that location.

Article 3. Union Security

3.1 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.

3.2 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.

3.2.1 Any employee who is a member of the Union may, upon proper notice, voluntarily withdraw from such membership.

3.3 The Company shall incur no liability in the enforcement of this Article.

Article 4. Deduction for Union Dues, Service Fees

4.1 The Company shall deduct from the wages and/or sick benefit payments of members and nonmembers of the Union, dues and service fees for such payroll periods as it is authorized in writing to deduct by the individual employees covered by this Agreement.

4.2 IBEW Application for Membership card (marked Exhibit 3) enclosed shall be made a part of this Article. Payroll deduction authorization cards in the form attached hereto (marked Exhibit 4) shall be made a part of this Article.

4.3 An employee's authorization for deduction of dues shall be canceled by the Company any time proper notice is received from the employee or authorized representative of the Union. An employee's deduction authorization will automatically be canceled if the employee leaves the employ of the Company or is transferred out of the unit.

4.4 The Company will make twelve (12) monthly union dues deductions from the employee's first paycheck of every month in specified amounts and shall submit same each pay period but no later than the last date of the calendar month from which the deduction was made to Local Union No. 543. The Company will include with each submittal the name, address, and occupation or occupation code of each member of the bargaining unit. The list will show the amounts deducted for dues and service fees as applicable.

4.5 The Company shall incur no liability from acting as agent in the collection of dues.

Article 5. Nondiscrimination Clause

5.1 Management will not discriminate directly or indirectly against any employee because of his membership or non-membership in the Union or because of any Union activity in which he properly engages. Neither the Management nor the Union nor any employee in the bargaining unit will discriminate against or exert either mental or physical duress upon any employee of the Company because of his membership or non-membership in the Union or any other union; provided, however, that the Union will not be liable for the act of any employee who violates this Article and who is not a representative of the Union.

5.2 Neither the Company nor the Union will discriminate against any employee designated as part of a special class protected by Federal and/or State law.

5.3 The use of the masculine or feminine gender in the language or in job titles within this Agreement shall be construed as including both genders.

Article 6. No Lockout - No Strike Clause

6.1 During the life of this Agreement, the Company will not conduct any lockout which will affect the Union or any employees subject to this Agreement.

6.2 During the life of this Agreement, the Union and its members will not engage in any strike, walkout or other work stoppage of any nature whatsoever in sympathy with any labor dispute not directly involving the Company or because of any dispute which is subject to arbitration hereunder, and in the event any such strike, walkout, or work stoppage or threat thereof should occur, the Union and its officers will do everything within their power to end or avert the same. Nothing contained in this Section 6.2 shall be so construed so as to require any member of the bargaining unit to go through any legal picket line but it is agreed that the failure of members of the bargaining unit to go through a picket line established by any labor organization contesting the right or jurisdiction of the Union or the members of the bargaining unit to perform the Company's normal work is a work stoppage within the meaning of this Section 6.2.

Article 7. Productive Work by Management

7.1 The Company acknowledges a general policy that Management employees will not do productive work of the same type and nature as normally assigned to employees included within the collective bargaining unit. It is understood, however, that it is a normal function of Management employees to perform productive work under conditions of operating emergencies, work incidental to training of employees, to give temporary lend-a-hand assistance, to training in or enforcement of safety practices, to inspection of work completed by productive employees, and operator-switchboard work as may be required to meet the demands of service. Also, when a qualified employee is not available or cannot be reached with reasonable dispatch for an assignment, productive work may be performed by Management employees.

7.2 Management trainees may perform productive work as a part of their training. Such use will not result in the layoff or realignment of bargaining unit employees.

Article 8. Bulletin Boards

8.1 The Company will permit the Union to use, not to exceed, one-third of the space on Company-owned bulletin boards. The amount of space on Company-owned bulletin boards and the location thereon to be used by the Union shall be determined by agreement between appropriate Company representatives and local Union representatives.

Article 9. Distribution of Agreement

9.1 The Company and the Union will jointly have copies of this Agreement, and the attached wage schedules printed and bound into pocket size pamphlets. Sufficient copies will be printed to provide both the Union and the Company with copies to meet their needs. The costs of printing the contract will be divided equally between the Union and the Company.

Article 10. Responsible Union – Company Relationship

10.1 The Company and the Union recognize that it is in the best interests of both parties, the employees, and the public that all relationships between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union, and their respective representatives at all levels, will apply the terms of this contract fairly in accord with its intent and meaning.

10.2 With sincere effort by both parties to resolve any disputes or misunderstandings, or at least to clearly understand the position of the other, both the Union and the Company can look forward to a mutually beneficial association, with increasing responsiveness from both parties to the needs of the employees.

10.3 The Company will advise all new employees who are covered by this Agreement that there is a collective bargaining agreement in existence and will notify the Union of any new employees hired who are covered by this collective bargaining agreement. Union stewards may be present during new hire orientation.

Article 11. Definitions

11.1 Bargaining Unit Seniority: total countable time within the jurisdiction of Local 543, IBEW as an employee covered under this agreement.

11.2 Basic Rates, Wages, Pay: The hourly rates of pay exclusive of all differentials, premiums, or other extra payments.

11.3 Calendar Week: A consecutive period of seven (7) days, the first day of which is Sunday.

11.4 Emergency Call-Out: When an employee is called out for emergency work that needs immediate attention and is not foreseeable.

11.5 Employee: As used in this Agreement refers to any employee, male or female.

11.6 Higher Wage-Paying Classification: A classification in which the top wage step is a higher wage than the top wage step of another classification.

11.7 Normal Work Location: The street address and city where employees normally report for work. Employees may work at other locations and not physically report to their normal work location.

11.8 Normal Workweek: Forty (40) hours of work or five (5) full tours during the calendar week, beginning with Sunday.

11.9 Occasional Employee: A person who performs work wherein there is no regular schedule of work and who places himself at the call of the Company for occasional work in meeting unusual service demands.

11.10 On-Call: Employees who hold themselves subject to call by Management during specific off duty hours will be on-call.

11.11 Project Assignment: Any assignment outside of an employees' Permanent Headquarters (as defined in Article 22, Section 22.2) which is expected to exceed six (6) months, but last no longer than eighteen (18) months.

11.12 Regular Employee: An employee who has completed the probationary period provided for in Article 13 and has been accepted by the Company for continued employment.

11.13 Regular Part-Time Employee: An employee who has completed the equivalent hours of the probationary period provided for in Article 13 and whose normal assignment of work is less than the normal basic workweek, or equivalent thereof. Notwithstanding any other provision in this Agreement or in any other Collectively Bargained Agreement between the parties, Regular Part-time Employees are not eligible to participate in any benefit plans, with the exception of:

(1) Medical, Dental and Vision Benefits (but only when participation is required by law, as provided for in Article 5 of the MIFA # 3 Agreement, which expires on May 27, 2017);

(2) Vacation (as provided for in Article 23 of this Agreement);

(3) Holiday Allowance (as provided for in Article 24 of this Agreement);

(4) 401(k) Savings Account (as provided for in Article 7 of the MIFA # 3 Agreement, which expires on May 27, 2017); and,

(5) Tuition Reimbursement (as provided for in the Education and Life-Long Learning MOA in the MIFA # 3 Agreement, which expires on May 27, 2017).

11.14 Session: Either portion of a shift or tour that is not interrupted by a break for lunch or termination of a workday.

11.15 Shift or Tour: Any eight (8) hour work period or full tour in any one twenty-four (24) hour day. Each shift or tour will be considered to have been worked in the calendar day on which it started.

11.16 Temporary Assignment: Any assignment outside of an employees' Permanent Headquarters (as defined in Article 22, section 22.2) which is for a period of six (6) months or less.

11.17 Temporary Employee: A person who is employed for a continuous work period, not to exceed six (6) consecutive months, when additional work of any nature requires a temporarily augmented force, or when replacements are required for

regular employees who are absent. The Union will agree to cooperate with the Company when unusual circumstances arise and temporary employees are needed in excess of six (6) consecutive months.

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. Notwithstanding any other provision in this Agreement or in any other Collectively Bargained Agreement between the parties, Temporary Employees are not eligible for any benefits.

11.18 Temporary Part-Time Employee: A temporary employee whose normal assignment of work is less than the normal basic workweek.

11.19 Term Employee: A Person whose employment is intended to last longer than six (6) months but no longer than thirty-six (36) months, has been reclassified from probationary employment, accumulates Accredited Service, and is entitled to all benefits provided to regular full-time employees with the exception of the Income Security Plan (ISP) and Termination Allowance. Term employees are hired with the understanding that they will remain in the same occupational title for the duration of their term of employment and are not eligible to bid or apply for job vacancies or transfers (unless a) the employee is within 30 days of the confirmed end of his/her term of employment; or, b) the parties mutually agree otherwise) or for the provisions outlined in Articles 37, "Force Realignments", and 38, "Layoffs". Term employees may work full or part-time and will be used for work requirements that are expected to last no longer than six (6) to thirty-six (36) months.

11.20 Wage Earning Employees: All persons on the Company's payroll whose remuneration is expressed in the form of hourly wages.

11.21 Work Group: A unit of employees whose job responsibilities are related and such unit comprises the employee group within which shift assignments and/or vacation schedule selections are determined.

Article 12. Seniority

12.1 Seniority, as used in this Article 12, shall mean the total elapsed time since the employee's date of last employment, plus any Accredited Service which is bridged in accordance with Article 13, "Accredited Service", of the MIFA # 3 Agreement. Seniority, as used in this Article 12 for part-time employees, will include only that

time for which they actually receive wages.

12.2 Seniority of regular part-time employees shall follow that of regular full-time employees for all purposes of this Article, except employee-initiated transfers under Article 35 which will be integrated.

12.3 The seniority of term and temporary employees will fall behind that of all regular employees. The seniority of all temporary employees shall follow that of term employees. Seniority within the group of term employees shall mean the total elapsed time since the employee's date of last employment. Seniority within the group of temporary employees shall mean the total elapsed time since the employee's date of last employment.

12.4 Occasional employees shall not accumulate seniority while working as an occasional employee. In the event a regular or temporary employee transfers to occasional and subsequently transfers back to regular or temporary, the employee will be credited for seniority purposes for the amount of seniority accumulated in the regular or temporary status before having transferred to occasional.

12.5 Seniority shall be determined on the basis of Company-wide seniority.

12.6 Shift assignments, subject to the needs of the service, shall be determined on the basis of bargaining unit seniority. Vacation schedules, subject to the needs of the service, shall be determined on the basis of seniority.

12.6.1 When an employee transfers into the job classification of Equipment Installer or Equipment Maintainer wherein on-the-job training is required, and where such training opportunity is available on a particular shift, the employee will be assigned to that shift until all necessary training has been completed. Such on-the-job training will be completed within one (1) year.

12.7 All service by an employee excluded from the bargaining unit shall be counted in determining his seniority under any of the provisions of this Article 12 in the event that such employee transfers to a job classification covered by this agreement.

12.8 An employee with recognized Accredited Service previously obtained in another former GTE Company acquired by Frontier Communications from Verizon on July 1, 2010, shall have his/her Accredited Service bridged for seniority purposes upon the employee's written request.

Article 13. Employees

13.1 The Company will not employ temporary or occasional employees to avoid the employment of regular full-time employees.

13.2 The Company may employ and use part-time employees in order to meet service requirements.

13.3 All new employees shall be considered probationary employees until the completion of six (6) months of continuous service. The probationary period may

be extended by the Company with written notification faxed to the Union prior to the end of the probationary period. The Union shall have three (3) working days to respond. Probationary employees may be terminated during the probationary period at the discretion of Management.

13.4 Employees are required to maintain proper personal appearance, hygiene, and dress, and will at all times be neat, clean, and well-groomed and exhibit a business-like appearance appropriate for their job assignments. A business-like appearance may include, but is not limited to; Company provided clothing and/or uniforms with IBEW Local 543 on the sleeve at the employee's option.

Article 14. Workgroup

14.1 In the event that local management determines the necessity to revise their workgroups, the Company will meet with a local Union representative to discuss the impact on job assignments, vacations, personal holidays and scheduling. It is the Company's intent that these discussions will take place prior to implementing new workgroups.

Article 15. Regular Hours

15.1 The normal workday will consist of eight (8) hours. Regularly assigned shifts may be any eight (8) hours that the demands of the service may require and may be divided into such sessions that service demands require. With respect to vacations, sick leave and leaves of absence, normal workdays will be considered to be the five (5) days, Monday to Friday, inclusive. For all purposes each shift will be considered to have been worked on the calendar day when it was started.

15.1.1 Employees may be permitted to have days off without pay as determined permissible by Management, depending upon service demands. Such excused absence days may be granted because of light or fluctuating workloads, or for the purpose of permitting employees to observe religious holidays or other days of personal significance. Such excused time will not be counted towards the two (2) months excused time provision covered under Article 28, Section 28.4.

15.2 The normal workweek will consist of forty (40) hours of work and may be any forty (40) hours during the calendar week beginning with Sunday.

15.2.1 Hours worked on Sundays or holidays as part of a regularly assigned shift will be considered as a part of the normal workweek.

15.2.2 The normal workweek will not include time worked in excess of eight (8) hours in any one day or shift or time worked by reason of emergency call out.

15.2.3 Holidays not worked, excluding Saturday holidays, for which wages are paid will be considered as a part of the normal workweek for all purposes.

15.2.4 In a week in which payment is made under the classification "ABW" (bad

weather) as provided in Article 33, Section 33.1, only the hours between the time of reporting for work and the time of release from work will be considered as a part of the normal workweek.

15.3 Subject to such changes as the needs of the service require as determined by Management, work schedules shall be posted one (1) week in advance and in general on a four (4) to thirteen (13) calendar week basis. In the event changes are necessary, Management will make every effort to note in writing on posted schedules such changes, but there will be no penalty for failure to do so in the form of payment of premium overtime or in any other pay provisions, provided that notice of such change of schedule is otherwise properly given to the employee affected.

15.4 Schedule Change Premium Penalties

15.4.1 Employees who are given less than twenty-four (24) hours previous notice that they will be rescheduled to work on a holiday or a day when they are scheduled to be off will be paid a schedule change premium of one and one-half (1½) the regular rate of pay for the hours worked on such day. Scheduled days off may be changed without the payment of the schedule change premium, provided at least twenty-four (24) hours previous notice is given. The words "previous notice" in this section shall mean notice given not less than twenty-four (24) hours prior to the hour at which the employee is to report for work in accordance with such notice.

15.4.2 Employees who are given less than twenty-four (24) hours notice that their shift is changed on a day which they are normally scheduled to work will be paid a schedule change premium of one and one-half (1½) the regular rate of pay for the hours worked in their rescheduled shift on such day which fall prior to or after their previously scheduled shift. Employees may have their hours of work changed on a scheduled workday without the payment of the schedule change premium, provided at least twenty-four (24) hours previous notice is given. The words "previous notice" as used in this section shall mean notice given not less than twenty-four (24) hours prior to the hour at which the employee is rescheduled to report for work or the hour at which his previously scheduled shift would have commenced, whichever is earlier.

15.4.3 An employee's schedule of hours of work and days off may be changed at the initiative of the employee for personal reasons without twenty-four (24) hours notice, providing proper arrangements satisfactory to the local supervisor are made.

15.5 When employees are working the normal forty (40) hour workweek, every effort consistent with the needs of the service will be made to schedule them so that their days off will be consecutive.

15.6 Christmas Eve and New Year's Eve Premiums. Employees will be paid a premium of one and one-half (1½) the regular rate of pay for hours actually worked between 9:00 p.m. and 1:00 a.m. the following day on Christmas Eve and New Year's Eve,

provided the employees are not entitled to overtime pay for those hours.

Article 16. Lunch Period

16.1 An employee's regular shift shall include a midpoint meal period of thirty (30), forty-five (45) or sixty (60) minutes as determined by management.

16.2 Management reserves the right to reschedule lunch periods if necessary from time to time to meet the demands of the service.

16.3 When employees are scheduled for an on-duty meal period within their normal tour, the meal period shall be included as part of the employee's tour, and will be paid for as time worked.

Article 17. Relief Break

17.1 Employees will be permitted reasonable relief breaks as provided herein.

17.1.1 These breaks will be limited to fifteen (15) minutes per session. As a relief break is considered to be a mid-session break, no break will commence prior to the end of the first hour of the employee's scheduled session, nor will the break end during the last hour of his session. In no case will an employee drive a company vehicle which would deviate from his normal route for a relief break. In the event these rules are violated, disciplinary action can be taken.

Article 18. Flextime

18.1 At the request of either party, the feasibility of flextime will be explored. Design and implementation of a flextime plan must be mutually agreed to by the Company's supervisor and the employee.

Article 19. 4/10 Work Schedule

19.1 Frontier may implement a four (4) day workweek, ten (10) hours a day, forty (40) hours per week (hereinafter referred to as the 4/10 Plan), pursuant to the provisions outlined below. Except as expressly modified in the following provisions, all rights and provisions contained elsewhere in the Labor Agreement remain in effect for employees on a 4/10 schedule.

19.2 The Company reserves the right to select the number of employees, classification(s), location(s), and work group(s) within the classifications in which the 4/10 Plan will be implemented. Also, the Company will reserve the right to determine when the Plan will or will not be utilized.

19.2.1 Nothing relative to Section 19.2, above, shall be subject to the grievance and arbitration provisions of the Labor Agreement. Alleged violations of

Sections 19.3 through 19.14, below, shall first be submitted in writing by the Union to the Region Human Resources Manager. If the parties cannot resolve the matter within forty-five (45) calendar days from the date the alleged violation(s) occurred, the grievance and arbitration provisions of the MIFA # 3 Collective Bargaining Agreement shall apply.

19.3 Scheduled Days Off: The Company shall schedule two (2) consecutive days off when scheduling 4/10s. The Company will attempt to schedule three (3) consecutive days off, service requirements permitting.

19.4 Sessions: All contractual provisions related to sessions will apply. The First Session will not exceed five (5) hours.

19.5 Relief Breaks: All contractual provisions related to relief breaks will apply.

19.6 Short Term Disability Benefits: the Short Term Disability days provided for in Article 25, "Short-Term Disability Benefits", will be converted to hours. Employees on the 4/10 schedule who are absent from work due to their own illness or injury will be eligible for up to 10 hours (1.25 days) of Short Term Disability benefits in accordance with Article 25.

19.7 Bereavement Time: All contractual provisions related to bereavement time will apply.

19.8 Overtime: All contractual provisions relative to regular or overtime compensation will apply except that, for daily overtime, the time and one-half rate does not apply until the employee has worked beyond ten (10) hours in a day.

19.9 Premium Pay (Holiday): Employees scheduled to work on a Legal Holiday will be compensated at the rate of one and one-half times their base pay up to ten (10) hours.

19.10 Holidays:

19.10.1 Legal Holidays: Whenever a legal holiday recognized under Article 24, "Holidays", occurs during the week, management, at their discretion, can change the 4/10 schedule to a 5/8 schedule. Employees whose schedules are not changed to a 5/8 schedule will receive ten (10) hours holiday pay.

19.10.2 Personal Holidays: Personal holidays will be converted to hours up to a maximum of 56 hours. An employee scheduled off for a personal holiday will be compensated for up to ten (10) hours. The compensated hours will be deducted from the employee's total personal holiday hours.

19.10.2.1 Personal holidays must be scheduled in increments of ten (10) hours, unless the remaining total hours are less than ten (10) hours.

19.10.2.2 Personal holidays may not be scheduled on days off.

19.10.2.3 Personal holidays not scheduled by October 15 of each

calendar year will be scheduled pursuant to Article 24, Section 24.3.3.

19.11 Jury Duty and Witness Duty: The supervisor at his/her discretion can convert the employee's 4/10 schedule to a 5/8 schedule.

19.12 Vacation:

19.12.1 Full week (four days) – Employee's 4/10 schedule will be changed to a 5/8 schedule.

19.12.2 Day-at-a-time (less than four days) – Employee will be paid up to ten (10) hours for each day-at-a-time vacation day. The employee will have up to ten (10) hours deducted from his/her accumulated vacation hours for each day-at-a-time vacation day taken.

19.13 Overtime Meal Allowance: the overtime meal allowance will be paid after an employee works two (2) hours or more beyond his/her 10 hour shift. All contractual provisions regarding overtime meal allowance during an emergency call-out will apply.

19.14 Inclement Weather: When an employee on a 4/10 schedule is unable to perform his/her job function because of inclement weather, the provisions of Article 33, "Inclement Weather", will apply on the basis of a ten (10) hour day. Sections 33.1.2 and 33.1.3 of Article 33 will be applied as follows:

Section 33.1.2 – If an employee is sent out on the job and is forced to discontinue his/her work at any time during the first five (5) hours of his/her assigned shift because of weather conditions, he/she will be paid for one-half (½) day.

Section 33.1.3 – If any employee works more than five (5) hours and is then forced to discontinue work because of weather conditions, he/she will be paid for a full day.

Article 20. Overtime

20.1 It is agreed that there shall be no pyramiding of the accumulation of hours for pay purposes either at the base rate, straight-time rate and/or premium payments of one and one-half times pay or greater (Article 15, Section 15.1) and normal workweek hours (Article 15, Section 15.2).

20.2 Overtime hours will include:

20.2.1 Hours actually worked in excess of eight (8) in any one (1) day or in any one (1) shift.

20.2.2 All hours worked as part of Sunday shifts whether regularly assigned or by reason of emergency.

20.2.3 Hours actually worked in excess of the normal workweek in any one (1)

calendar week.

20.2.3.1 Each overtime hour over forty (40) through fifty-five (55) hours as defined above will be paid for on the basis of one (1) and one-half (½) times the normal hourly rate of pay.

20.2.3.2 Each overtime hour worked in excess of fifty-four (54) as defined above will be paid for on the basis of two (2) times the normal hourly rate of pay.

20.2.4 Employees will not be required to take equivalent straight time off to compensate for overtime.

20.3 Call-Out. For the purpose of this article, an emergency call-out is when an employee is called to work immediately to meet any emergency that needs immediate attention and is not foreseeable. When an employee is called out for emergency work without previous notice during hours when he is not on duty, overtime will be measured from the hour he leaves until he returns home, subject to the following provisions:

20.3.1 If the employee is called out for emergency work and he leaves his home as a result of the call less than four (4) hours prior to the beginning of his next regularly assigned shift, overtime pay will cease at the beginning of his next regularly assigned shift.

20.3.2 If the employee is called out for emergency work and he leaves his home as a result of the call four (4) hours or more prior to his next regularly assigned shift, he will receive the overtime rate of pay for all hours actually worked, until he has been relieved from duty for four (4) consecutive hours.

20.3.3 A minimum of two (2) hours overtime paid at the overtime rate (three (3) hours pay) will apply except that such minimum will not apply where the emergency work constitutes a continuation of the employee's regularly assigned shift or where such emergency work continues into the employee's next regularly assigned shift in accordance with Subsection 20.3.1 above.

20.3.4 Hours actually worked on emergency call-outs (ECO's) in any one (1) calendar week will be included in the computation of overtime hours actually worked in excess of fifty-five (55), which will be paid for at two (2) times the employee's normal hourly rate of pay.

20.3.5 If an employee is called at home and performs productive work without leaving his residence, he will be paid at the overtime rate (1 and ½ times the normal hourly rate) for all hours worked. If the time worked is less than one (1) hour, he will receive a minimum of one (1) hour overtime paid at the overtime rate.

20.4 Only grievance time, time on jury duty, and holidays not worked (except Saturday holidays) will be included when determining these amounts of overtime to be paid for.

20.5 The Company and the Union agree to explore options for ensuring that necessary overtime is worked in a timely, safe, efficient, and cost effective manner while making reasonable attempts to utilize volunteerism, permit periodic requests for being off-on-time, and distribute overtime equally among qualified employees.

20.5.1 It is understood that the above options may vary by department classification and/or work location. It is also understood that overtime provisions may not be necessary in all departments.

20.6 Overtime (Customer Operations and Construction)

20.6.1 Due to occasional weather-related challenges and the fluctuating nature of our customers' service needs, there are times when all necessary work cannot be completed during the normal work day and overtime becomes necessary.

20.6.2 Whenever possible qualified volunteers should be used to perform such overtime work as long as there is no negative impact on customer service, there is no increased cost to manage the business and an unsafe working condition will not be created.

20.6.2.1 Local Union and management representatives will jointly develop local processes designed to identify and utilize volunteers. These processes can vary by work location to fit local needs. They will be utilized whenever the use of volunteers will meet the needs of our service.

20.6.3 When the workload is so significant that the use of volunteers alone will not meet service needs, it is understood that employees and their supervisors will work together to ensure that the employee's need for time off and the Company's need to have all employees work a share of overtime will both be accommodated. During such times, employees who need to be excused from working overtime for either all or part of a given day for important personal reasons should inform their supervisor of the need as soon as possible. Examples include doctor or dental visits for themselves or a family member, weddings or other similar significant family events or occasional child or elder care responsibilities.

Article 21. Temporary Assignments

21.1 Where an employee is assigned to a higher wage classification on a temporary basis for a period of two (2) weeks, but no longer than six (6) months, the Company will originate the necessary forms to reflect in his personnel records his temporary experience in that job.

21.2 Periods of one (1) week (five (5) consecutive workdays) of such assignment to a higher wage-paying classification will also be reflected if within two (2) weeks of the completion of each two (2) separate one (1) week periods occurring within

twelve (12) consecutive calendar months of assignment the employee requests the origination of appropriate forms.

21.3 Assignments to higher wage-paying classifications for temporary relief work will be made first from employees within the work group, and secondly from employees within the work location, who normally perform work related to the higher wage-paying classification, on the basis of seniority of those having the necessary qualifications and fitness, provided that there is sufficient time for filling the assignment to permit orderly scheduling.

21.4 Assignments to higher wage-paying classifications for training will be made first from employees within the work group, and secondly from employees within the work location, who normally perform work related to the higher wage-paying classification, on the basis of seniority of those having the necessary qualifications and fitness, provided that there is sufficient time for filling the assignment to permit orderly scheduling.

21.5 Nothing in this Agreement shall prevent the assignment of temporarily disabled employees to jobs which they can handle.

21.6 The company will offer temporary job assignments that require travel away from an employee's permanent headquarters or reporting locations to the most senior qualified and available employee on a volunteer basis. If there are insufficient volunteers, the Company shall require the least senior qualified and available employee to perform the work.

Article 22. Lodging, Meals and Travel Expenses

22.1 Employees will be, from time to time, temporarily assigned by the Company to temporary headquarters either to perform work or to attend school.

22.2 Area Designations.

Permanent Headquarters		Reporting Locations
Gardnerville 1520 Church St (CO or Complex)		Gardnerville CO Ranchos CO Jacks Valley CO Johnson Lane CO
Topaz Lake Central Office		Coleville Alpine CO
Stateline	207 Kingsbury Grade	Glenbrook CO
Yerington	21 Vaness (CO or Complex)	

22.3 Acceptance of Board and Lodging or Subsistence

22.3.1 After receiving notice of his temporary / project assignment to a temporary headquarters for more than one (1) day, an employee will, at the start of the next scheduled shift, be required to inform the Company of his intent to accept board and lodging at Company expense or accept subsistence in lieu thereof. He will be bound by that decision for the entire assignment except in the event of illness or other compelling reason.

Should it be necessary to extend the assignment beyond the original scheduled time frame, the employee will be allowed to reverse his decision if he desires, providing he notifies the Company of his intention before leaving temporary headquarters at the end of the original assignment. Subsistence allowances will not be allowed at temporary headquarters located more than 60 (sixty) miles from permanent headquarters, unless in the opinion of the District Manager the trip could be made safely and within a reasonable time period.

22.3.1.1 An employee who elects to provide his own living quarters at temporary headquarters and will remain there during the workweek will not be restricted to the sixty (60) mile limitation.

22.4 Subsistence Allowance

22.4.1 An employee assigned to a temporary headquarters who elects to travel between his lodging and such headquarters by his own means of transportation in lieu of accepting board and lodging from the Company, shall receive a subsistence allowance based on the one-way highway distance by direct and reasonable route that exceeds an employee's normal commute to his normal work location:

Distance (in Miles)	Daily Allowance
Over 0 and up to 20	$ 5.75
Over 20 and up to 40	$18.40
Over 40 and up to 60	$28.75
Greater than 60	$36.50

22.4.2 In the event the Company requires the employee to transport a Company vehicle to or from temporary headquarters, the employee will receive subsistence on the day(s) of transport.

22.4.3 In the event the distance involved from his residence to the temporary headquarters is less than that from his residence to the permanent headquarters, the employee will not be eligible for subsistence or board and lodging.

22.4.4 In the event the Company furnishes any portion of the board or lodging, it shall be entitled to a proportionate credit against such subsistence allowance.

22.5 Board and Lodging Expenses

22.5.1 The Company will pay the employee's expenses while he is assigned to temporary headquarters, provided the lodging is taken at places designated by the Company.

22.5.2 The Company will continue to pay the employee's expenses while he is retained at temporary headquarters on his days off, unless mutually agreed otherwise.

22.6 Transportation

22.6.1 The Company will provide transportation facilities or pay expenses for travel at the beginning and end of a temporary assignment when an employee is being dispatched between his permanent and temporary headquarters.

22.6.2 If the Company directs the employee to report to the job site, which does not entail additional travel from the employee's home, the Company will not be obligated to pay for mileage.

22.6.3 An employee, with the approval of his supervisor, may report directly to the job instead of his permanent or temporary headquarters; in such cases, he will furnish his own transportation.

22.6.4 Company vehicles are not to be used for transportation to facilities that provide meals, unless authorized by management.

22.7 Travel Time

22.7.1 An employee being dispatched between his permanent or temporary headquarters to a job will be paid for his time consumed in such travel except when he has accepted subsistence, in which case he would be allowed travel time only at the beginning and end of the entire temporary assignment. If the employee is directed to return to his permanent headquarters in the interim, travel time will be paid.

22.7.2 If the travel does not entail additional time from the employee's home, the Company will not be obligated to pay for the time spent traveling.

22.7.3 All travel required of an employee after reporting for work each day shall be on Company time.

22.8 Return to Permanent Headquarters (Except Off System Training). At its option, the Company may return an employee to his permanent headquarters at the close of any workday.

22.8.1 The Company will return such employee to his permanent headquarters not less often than every four (4) weeks, although the entire temporary assignment may not have been completed. The Company will provide transportation facilities or pay expenses for said travel and pay for time consumed in traveling. Subject to management approval, the employee may be allowed to remain at his temporary headquarters; in such case the Company will continue to pay his expenses.

22.8.2 For an employee attending Company training facilities 150 miles or less from his permanent headquarters, the Company will return said employee to his permanent headquarters at the end of two (2) weeks, although the entire temporary assignment may not have been completed, subject to the following:

22.8.2.1 A Company vehicle will be provided for the return trip; if one is not available, the employee will be compensated at the current

mileage reimbursement Internal Revenue Service (IRS) rate.

22.8.2.2 Time consumed for travel will not be paid.

22.8.2.3 The Company will not be obligated to pay Saturday or Sunday meal and incidental expenses, as outlined in Section 22.9.3. The employee will continue to receive the full amount for the Friday he leaves for home and the Monday when he has returned to training.

22.8.2.4 Motel expenses will not be paid for Friday or Saturday nights.

22.8.2.5 Should a three (3) day weekend be involved, the two (2) affected days would become three (3).

22.8.2.6 Should training be held on a Saturday, the two (2) affected days would become one (1). The employee will be allowed to remain at his temporary headquarters; in such case, the Company will continue to pay expenses.

22.9 Meals

22.9.1 Payment for Mid Shift Meal. An employee whose job duties do not normally require him to travel each day but who is assigned to work outside of his permanent headquarters area will be entitled to a $6.50 meal payment unless he is given notice of this assignment on his previous shift. An employee who is expected to travel while performing his job duties will not be entitled to the meal payment when he returns to his permanent headquarters area each day.

22.9.2 Overtime Meal. When an employee works three (3) hours or more beyond his eight (8) hour shift, he will receive a meal allowance of $7.00. When an employee works three (3) hours or more on an emergency call out he will receive a meal allowance of $7.00. An employee may only receive one of these meals due to the same hours.

22.9.3 Meal and Incidental Expenses When Away from Headquarters Overnight.

22.9.3.1 An employee will be allowed $25.00 for expenses on the day he leaves for the out-of-town assignment.

22.9.3.2 An allowance of $32.50 per day for those days he is away from headquarters for the entire day.

22.9.3.3 An allowance of $20.00 for the day he returns to headquarters from the out-of-town assignment.

22.9.3.4 The above expense allowance will cover meals and incidental expenses including laundry. The transportation expense and motel accommodations will be in addition to the allowance; receipts for motel charges will be required.

Article 23. Vacations

23.1 Regular employees will be entitled to annual vacation as follows:

23.1.1 Two (2) Weeks: Employees who complete one (1) year of accredited service with the Company will be entitled to two (2) weeks (Ten (10) normal workdays) of annual vacation at their basic rate of pay.

23.1.2 Three (3) Weeks: Employees who complete five (5) years of accredited service with the Company will be entitled to three (3) weeks (Fifteen (15) normal workdays) of annual vacation at their basic rate of pay.

23.1.3 Four (4) Weeks: Employees who complete fifteen (15) years of accredited service with the Company will be entitled to four (4) weeks (Twenty (20) normal workdays) of annual vacation at their basic rate of pay.

23.1.4 Five (5) Weeks: Employees who complete twenty-five (25) years of accredited service with the Company will be entitled to five (5) weeks (Twenty-five (25) normal workdays) of annual vacation at their basic rate of pay. At least five (5) vacation days are to be taken during the months of January, February, March, April, November and December.

23.2 For any given calendar year, the annual vacation allotment provided to an employee on January 1 of that calendar year (as provided for in Section 23.1) is based on the accredited service an employee will have as of the end of that calendar year. If an employee does not achieve the new accredited service threshold in a given year due to a separation from employment for any reason, the employee must pay the Company for the extra vacation time (if used).

23.2.1 Newly hired and rehired employees will be eligible for vacation after January 1 following his/her date of employment and must complete his/her probationary period prior to utilizing any vacation. If such employee leaves the employment of the Company prior to completion of one (1) year of service, the employee shall reimburse the Company all vacation taken before the one (1) year anniversary date.

23.3 Part-time employees' vacation allotments and pay will be pro-rated based on hours worked within the previous calendar year.

23.4 Vacations will be taken in weekly increments except as provided in Section 23.5 (Day-At-A-Time Vacation).

23.5 Day-at-a-Time Vacation: Each employee who is eligible for vacation is entitled to take two (2) weeks (ten (10) working days) of his/her accrued vacation time in any one (1) calendar year in day or days-at-a-time increments.

23.5.1 Whenever possible, day-at-a-time vacation should be chosen along with vacation weeks during the Annual Vacation Selection Process. In the selection of vacations, week vacations shall have precedence over day-at-a-time vacations.

23.5.2 If an employee does not choose all of his/her day-at-a-time vacation days during the Annual Vacation Selection Process, the employee will give at least ten (10) working days notice to the supervisor of the day (or days) he/she desires to take as day-at-a-time vacation days. Such time limit may be waived by supervisory approval.

23.5.3 Each employee may request up to one (1) week of day-at-a-time vacation time to be scheduled in two (2) hour increments; day-at-a-time vacation in less than full-day increments may not be scheduled during the Annual Vacation Selection Process.

23.5.4 If the employee has not scheduled and/or taken all day-at-a-time vacation days by November 1 of each calendar year, management will designate the day (or days) to be taken.

23.5.5 If an employee has chosen a vacation day (or days) and later decides to cancel, the employee must notify management of this decision five (5) days prior to that day. If the minimum notification is not met, the employee may be required to take the day (or days) selected, at the option of management.

23.6 Annual Vacation Selection Process

23.6.1 The annual selection of vacations will be handled by routing a vacation schedule through all of the employees in the work group, in Company seniority order, until all individuals have had an opportunity to select from available vacation weeks. Upon conclusion of the initial routing of the vacation schedule, the vacation schedule will be routed a second and final time, in the same manner, for the scheduling of Day-at-a-Time Vacation and Personal Holidays in full-day increments.

23.6.1.1 In departments where the large volume of employees prohibits such a routing approach, alternate methods may be utilized, but initial selection will be based on Company seniority.

23.6.2 The work group will be notified at least two (2) weeks prior to the initial circulation of the list.

23.6.3 Employees may be required to make their selection(s) within 15 minutes, if deemed necessary by management.

23.6.4 The Annual Vacation Selection Process should be completed by February 1st.

23.6.5 Within the limits of service requirements, vacations may be scheduled during the more desirable vacation period and on the basis of employees' seniority.

23.7 Vacation Days and Weeks requested after the Annual Vacation Selection Process will be granted subject to the needs of the business and on a "first-come first-served" basis.

23.8 When an employee cancels previously approved vacation time, with service requirements permitting, management will notify the workgroup of the opportunity to request the available vacation, and allow the most company senior employee first choice.

23.9 When an employee transfers to a new workgroup and vacations have already been scheduled for the new workgroup, the supervisor will, if work requirements permit, approve the employee's first selection for vacation. However, if, because of work requirements, the employee is unable to take his/her first selection, the supervisor will provide an alternate vacation schedule from which the employee will select his/her remaining vacation.

23.10 Vacation Carryover and Vacation Banking: Beginning in the 2012 calendar year, vacations must be taken by December 31 of the calendar year earned and cannot be carried over into the following calendar year. In addition, employees who had banked vacation as of September 12, 2010, were required to utilize all banked hours prior to December 31, 2012.

23.11 Vacation Donation: Employees are permitted to donate their vacation time to coworkers subject to the following guidelines:

23.11.1 The need to receive donated vacation time must be related to the catastrophic illness or injury of the employee or a member of their immediate family as defined in Article 31, Section 31.3 ("Bereavement Time"), or due to an unexpected dire situation.

23.11.2 Employees must exhaust all eligible paid time prior to utilizing donated vacation.

23.11.3 The maximum number of donated vacation days an employee can receive is twenty (20) days, unless expanded by mutual agreement.

23.11.4 Each employee may donate up to five (5) vacation days, unless otherwise mutually agreed upon by both the Company and the Union. Donating employees must be from the same department as the receiving employee, unless otherwise mutually agreed upon by both the Company and the Union.

23.11.5 Once the Company determines that an employee's situation qualifies to receive donated vacation, the Department Manager and local Union Representative will let employees know about the option to donate a vacation day(s) to their coworker. The situation should be handled as discreetly as possible to avoid embarrassment to the employee in need and avoid coworkers feeling obligated to donate their time.

23.11.6 The employee in need cannot personally solicit other employees to donate their vacation.

23.11.7 None of the provisions of Section 23.11, "Vacation Donation", are subject to the grievance or arbitration process.

Article 24. Holidays

24.1 Subject to the provisions of this Article 24, "Holidays", the legal holidays listed below or the day which they are observed locally will be recognized by the Company:

- New Year's Day
- Memorial Day
- Independence Day
- Juneteenth **OR** Veterans Day*
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Seven (7) Personal Holidays

***During the annual vacation selection process for an upcoming year, an employee may request either Juneteenth or Veterans Day.**

24.2 Holiday Pay (Regular Full-time Employees). Unless otherwise provided herein, a regular full-time employee not working on a holiday will receive one (1) day's pay at the employee's normal straight time rate, exclusive of shift or temporary or relief supervisory differentials, provided the employee works his/her last unexcused scheduled shift preceding the holiday and his/her first unexcused scheduled shift following the holiday.

24.3 An employee may select any days within the calendar year except Sunday to observe Personal Holidays, subject to work requirements. Personal Holidays can be taken in two (2) hour increments for a total of fifty-six (56) hours per year. Personal Holidays may be selected by seniority during the annual vacation selection process provided for in Article 23, "Vacations". After the annual vacation selection process, Personal Holidays will be granted on a "first come, first served" basis, subject to work requirements and the following selection procedures:

24.3.1 The employee will give at least thirty (30) days notice to his/her supervisor of the day or days on which he/she would like to observe the Personal holiday. Such time limit may be waived by supervisory approval.

24.3.2 If an employee selects a day or days to observe as the Personal holiday which, because of work requirements, would not be available, the employee will choose an alternate available day or days.

24.3.3 If any Personal holiday for which an employee is eligible is not selected by October 15 of each calendar year, Management will designate the day or days to be observed.

24.3.4 An employee will be eligible for Personal Holidays following the completion of three (3) months of employment. The number of Personal Holidays a new hire will be eligible to receive in the current calendar year hired for will be based on the following schedule:

- First Quarter Hire Date – 7
- Second Quarter Hire Date – 4
- Third Quarter Hire Date – 2
- Fourth Quarter Hire Date – 0

24.4 Holiday Pay (Regular Part-time Employees). Unless otherwise provided herein, a regular part-time employee not working on a holiday will receive the pay for the number of hours for which he/she would have been scheduled to work had the day not been a holiday, provided the employee works the his/her last unexcused scheduled shift preceding the holiday and works his/her first unexcused scheduled shift following the holiday.

24.5 An employee who is scheduled to work on a holiday but fails to report for work and is unexcused will not receive payment of the holiday pay for the holiday.

24.6 If a holiday falls on a normal workday which is a vacation day, the employee will be given an additional day of vacation to be selected in accordance with the vacation selection process provided for in Article 23, "Vacations". Holidays which fall on normal working days within a leave of absence will be counted as workdays and will not be recognized for pay purposes. (See Article 28 for maximum excused absences.)

24.7 Employees who work on holidays will receive, in addition to the holiday pay provided for in this Article 24, "Holidays", one and one-half times (1½ X) pay at the basic rate for hours worked.

Article 25. Short Term Disability Benefits

25.1 Active Regular full-time employees with one (1) or more years of service who, during their active employment, are forced to be absent from work because of their own illness or their own injury (excluding occupational injuries compensable under the applicable Worker's Compensation Act or other laws) will receive the Short Term Disability benefits described in the following paragraphs.

25.1.1 Active Regular Part-time employees with one (1) or more years of service who, during their active employment, are forced to be absent from work because of their own illness or their own injury (excluding occupational injuries compensable under the applicable Worker's Compensation Act or other laws) will be eligible for Short Term Disability benefits only to the extent required by law. When deemed so eligible, the part-time employee will receive the Short Term Disability benefits described in the following paragraphs, pro-rated on the basis of the employee's scheduled hours at the time the disability commences.

25.1.2 Employees whose services with the Company are terminated for any reason whatsoever shall have no claim against the Company for any benefits provided in the following paragraphs and the accumulated sick leave and other benefits described hereinafter shall not be considered to constitute any liability on the part of the Company, to such employees, provided, however, that the Company may not discriminate against

employees to the extent that an employee might be dismissed solely because the employee intends to apply for such benefits.

25.2 An employee who is unable to work due to personal illness or injury must notify his/her supervisor prior to the start of the shift on each day of absence unless other arrangements have been approved. Employees must also file for disability benefits with the Short Term Disability Administrator (the "Administrator") after three (3) consecutive scheduled work days of absence, in accordance with the requirements of the Company.

25.3 Short Term Disability benefits will be as follows:

25.3.1 Day one (1) through seven (7) = paid at 75% of their base wages

25.3.2 Day Eight (8) through one hundred and eighty (180) = paid at 100% of their base wages.

25.4 In no event, after application of taxes and State Disability Insurance benefits, will an employee's combined benefits exceed the net amount payable had the employee worked. Employees who do not claim their available State Disability Insurance benefits will have their net pay reduced by an amount equal to the SDI benefits.

25.5 For the purposes of this Article 25, the following definitions will apply:

25.5.1 "Injury" shall mean an injury not arising out of and during the course of an employee's occupation.

25.5.2 "Occupational injury" shall mean an injury arising out of and during the course of an employee's occupation.

25.6 In the event an employee experiences an injury on which the employee makes a recovery from a third party for damages resulting from the injury, it is agreed that the employee will reimburse the Company to the extent of the amount of such recovery for any sick benefit payments received from the Company in connection with such injury and an appropriate restoration of time shall be made to the employee's sick leave entitlement.

25.7 Effective September 11, 2010, provisions for the accumulation of "sick leave" into a "sick bank" were eliminated from the Agreement. It is understood by the parties that all regular full time employees who had more than 180 days of accumulated sick leave in their sick bank as of September 11, 2010, will continue to be permitted to draw down their sick bank and use those additional days should they go beyond the 180-day STD limit provided for in Section 25.3.

25.8 Employees will not be permitted to exchange days for which they would be eligible to receive benefits for days when they are scheduled to be absent from work.

25.9 Management will reserve the right to investigate any case of disability due to illness, injury or other cause, for which benefits are requested, and in its sole discretion may require a written opinion from a physician other than the one in regular attendance, or a written opinion from the physician in regular attendance

(at the Company's choice) that such disability is sufficiently serious to make it essential that the employee be relieved from work for a definite period of time, and the payment of benefits will be governed by such investigation and opinion. In any event the determination of the payment of benefits shall rest solely with Management which fairly shall consider, but shall not necessarily be bound by, doctor's reports and all other pertinent information.

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

25.10.1 Long Term Disability benefits under the Company's Long Term Disability Plan, as specified in MIFA # 3 Article 6 and the MIFA # 3 Supplemental Long Term Disability Benefits MOA (which expire on May 27, 2017); or,

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

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

25.11 Employees who are found to be guilty of abusing the foregoing provisions for Short Term Disability benefits may be subject to dismissal or to forfeiture of any privileges relating thereto.

Article 26. Worker's Compensation Supplement

26.1 In the case of a necessary absence due to a physical disability resulting from a compensable occupational injury while on the job, the Company will supplement the payments the employee receives through Worker's Compensation in the following manner:

26.1.1 For a period of 26 weeks' absence resulting from any one such accident, the Company shall pay the difference between any amount received from Worker's Compensation and 90% of his/her basic pay.

26.2 In the event an employee shall experience an occupational injury on which the employee makes a recovery from a third party (other than the compensation insurance carrier of the Company) for damages resulting from the occupational injury, it is agreed that the employee will reimburse the Company to the extent of the amount of such recovery for any sick benefit payments received from the Company in connection with such occupational injury and an appropriate restoration of time shall be made to the employee's sick leave entitlement.

26.3 For the purposes of this Article 26, "occupational injury" shall mean an injury arising out of and during the course of an employee's occupation.

26.4 Employees who are found to be guilty of abusing the foregoing provisions may be subject to dismissal or to forfeiture of any privileges relating thereto.

Article 27. Excused Absence (Family Leave)

27.1 Employees who have exhausted their allowable time off as permitted by the FML who still need additional time off related to the serious health condition of an immediate family member may request such additional time through the HR Manager or their designee. The Company will grant additional time off consistent with Article 28, Section 28.4 when such absence is supported by appropriate medical documentation.

Article 28. Leaves of Absences for Personal/Medical Reasons

28.1 Regular employees who have completed twelve (12) months of Accredited Service may be permitted to take leaves of absence from active employment for personal/medical reasons, but a leave of absence is a provision which may be granted to employees and not a right to which they are entitled. Regular employees with less than twelve (12) months of Accredited Service who are pregnant will be permitted to take a leave of absence in accordance with the terms and provisions of this Article.

28.1.1 A leave of absence in no way guarantees reinstatement to active employment; however, if the employee on leave of absence notifies the designated Company representative in writing that he is ready to return to work in his previous work location and classification, no additional help will be placed in that classification at that location until that employee has been offered reemployment

28.1.1.1 The employee will keep the designated Company representative notified of his current mailing address at all times. In the event an employee fails to request to return, refuses an offer or fails to respond within fourteen (14) days of mailing the offer, the Company will have no further reemployment obligations to the employee.

28.1.2 As provided for in Section 28.1, above, regular employees may be granted a leave of absence without pay, service requirements permitting, for a period up to twelve (12) calendar months for personal reasons and up to eighteen (18) calendar months for medical reasons.

28.1.2.1 Regular employees who are pregnant will be granted maternity leaves of absences in accordance with all other terms and conditions of this Article.

28.1.3 If an employee who qualifies for a leave of absence for personal medical reasons notifies the designated Company representative in writing that he is ready and able to return to work, he may, if there is no vacancy in his previous work location and classification, accept employment with another employer or engage in a business for profit or apply for unemployment insurance benefits for the remainder of his approved leave of absence period without terminating his employment. Should such an employee decline an offer of reinstatement during this period he will be terminated.

28.2 An employee on leave of absence will be considered to have terminated his employment under the following conditions, except as provided for under Section 28.1.3 above:

28.2.1 If he accepts employment with another employer or engages in a business for profit during his leave of absence period.

28.2.2 If he has not notified the designated Company representative in writing by the end of his leave period that he is ready to return to work.

28.2.3 If he applies for unemployment insurance benefits while on leave of absence.

28.3 No vacation shall be paid for such leave of absence and such employees shall not be entitled to any vacation until after he has met the requirements of Article 23.

28.3.1 An employee who returns from a leave of absence, for which Accredited Service is not granted, will be eligible to take an accrued vacation when he has completed twelve (12) months of Accredited Service, computed from the date he was last eligible for vacation, prior to going on leave.

28.3.1.1 The required completion of twelve (12) months of service is computed by adding the two periods (1) amount of service accrued between date of last vacation eligibility and the start date of the leave, plus (2) date returned from leave up to the accumulation of twelve (12) months of Accredited Service.

28.3.1.2 Under the provisions stipulated herein, such employee's vacation eligibility date will return to January 1 of the year following the accrual of twelve (12) months of Accredited Service.

28.4 An employee may be excused for personal reasons without pay up to a maximum of two (2) months and such absence will not be deemed a leave of absence. However, an employee may not be excused under this provision immediately following a leave of absence as provided for under Section 28.1 in this Article.

28.5 An employee on medical leave of absence who is unable to return to his previous classification due to a permanent physical disability will be permitted to submit applications for transfer in accordance with Article 35, Sections 35.1, 35.3 and 35.4 of the Agreement.

28.6 The Company will periodically perform a written inquiry of those employees who have been terminated with return rights, pursuant to this Article, to determine if they are still interested in retaining their return rights. Employees who indicate in writing that they are no longer interested will relinquish their return rights under this article. Employees who fail to respond in writing to the Company's inquiry within fourteen (14) calendar days of mailing the offer will also relinquish their return rights under this article.

Article 29. Leave of Absence for Official Union Business

29.1 At the request of the Union, not more than one (1) employee will be granted a leave of absence for official union business.

29.1.1 A Union leave of absence for Union business with the national IBEW Union, or national, state, or local AFL-CIO bodies, or public service jobs shall be granted to such employees for up to eight (8) years in any ten (10) years of active employment. Any employee who is granted a leave of absence under this Section 29.1.1 will be treated in the same manner as any other employee to whom a personal leave of absence is granted under Article 28 except that he shall have an absolute right to reemployment.

29.1.2 Elected Union officials who take full-time leaves of absence to serve their local Union shall be granted up to fifteen (15) years in any eighteen (18) years of active employment. Any employee who is granted a leave of absence under this Section 29.1.2 will be treated in the same manner as any other employee to whom a personal leave of absence is granted under Article 28, except that he shall have an absolute right to reemployment, and he shall continue to accrue Accredited Service for such periods of full-time leaves of one year or more up to the maximum of fifteen (15) years in any eighteen (18) years of active employment.

29.1.2.1 An employee who commences a leave of absence under Section 29.1.2, will for wage progression purposes, remain in his then current classification and wage step during the period of his leave of absence. Changes in the basic hourly rate for his wage step will be recognized for the purpose of pension calculations.

29.1.3 Employees returning from full time Union leave(s) of absence will not accrue holidays while on Union leave(s) of absence. Upon return from full time Union leave(s) of absence an employee must work the equivalent of one hundred eighty (180) days to be eligible for personal holidays, and such personal holiday(s) will be pro-rated in accordance with the new hire provisions in Article 24, "Holidays".

29.1.3 No vacation or sick benefits shall be paid for such leave of absence and such employees shall not be entitled to any vacation until after he has met the requirements of Article 23.

29.1.4 The Company will pay to the employee at the beginning of his leave of absence the computed pay for any accrued vacation for which he is eligible.

29.2 An employee may be excused without pay for not more than a total of thirty (30) days in any one (1) calendar year to conduct official Union business. The Company and Union agree that orderly scheduling of work and obtaining qualified replacements require full cooperation; thus, such excused absences under this provision will be granted with reasonable prior notice with Management's approval.

29.3 For the purposes of this Article, the accrual of Accredited Service shall not count towards the accrual of vacation time pursuant to Article 23 and upon an employee's return from leave(s) of absence, his vacation and accrual date and eligibility will be adjusted accordingly.

Article 30. Military Leave of Absence

30.1 Military Leave of Absence

30.1.1 A military leave of absence will be granted by the Company to each regular employee who, prior to the termination of his employment with the Company, enters the U.S. Armed Forces, by voluntary enlistment or by draft, or who is a member of a reserve component of one of the armed forces or the National Guard or Air National Guard and is ordered to active duty. Such military leave of absence will commence on the day following the last day worked by the employee, or on the day following the last day of any vacation for which the employee may receive the commuted value as provided below, and will terminate on the ninety-first (91) day following his discharge from the armed forces or his relief from active duty. A military leave of absence will not be extended for the employee who reenlists or who volunteers for a continuation of his active duty beyond the time limits provided under veterans reemployment rights as described by the Federal Government Statutes.

30.2 Reemployment

30.2.1 In conformity with the terms of the statutes pertaining to the restoration of a veteran to his former employment, employees who are granted military leaves of absence will be reinstated in their former positions with the Company or will be given positions of like seniority, status and pay. Full recognition for wage progression and for all other purposes will be given to the military leave of absence in the same manner that the period of time would be recognized had the employee remained continuously in the position he held at the beginning of his leave of absence, except as follows:

30.2.1.1 The Company shall have the right to hold any employee employed on and after September 16, 1950, on the wage given him on the date of his return to employment, until his experience and proficiency justify the next higher wage, provided that the suspension of wage progression shall not exceed, whichever is the shorter length of time of (1) the length of the military leave of absence in any case, or (2) the length of time between the employee's place on the wage schedule at the time of the beginning of his military leave of absence and the four (4) year step on his wage schedule, or (3) two (2) years of Accredited Service.

30.2.1.2 Sick benefits will not be granted to employees until after they have returned to active employment with the Company.

30.3 Basic and Supplemental Life Insurance

30.3.1 For employees who are granted military leaves of absence, the Company will continue the amount of basic and supplemental life insurance in effect on the last day worked for a maximum period of thirty (30) days. During this period, employees on military leave of absence receiving supplemental life insurance coverage will be responsible for continued payment of the supplemental life insurance premium contributions on the same basis as an active employee. At the end of this thirty (30) days or at the termination of the military leave of absence (whichever is earlier), the basic and supplemental life insurance will terminate.

30.3.2 Employees who return to active employment with the Company will have their basic life insurance automatically reinstated but will be required to make application for reinstatement of their contributory supplemental group life insurance if they desire to reinstate it.

30.4 Continuance of Company Pay

30.4.1 If a regular employee, at the beginning of his military leave of absence, is either:

(a) In the age group subject to induction under the Selective Service and Training Act of 1948, the Armed Forces Reserve Act of 1955, and the related regulations currently in effect,

OR

(b) A member of the National Guard, Air National Guard, or of a reserve component;

AND he/she either:

(a) is drafted or enlists voluntarily,

OR

(b) is ordered to active duty, or volunteers for active duty for six (6) months or more, or volunteers for active duty training (not to include training drills, voluntary specialized training or penalty active training duty);

THEN he/she will receive the difference between his military pay and his Company pay (if the latter is greater), less any deductions authorized by him or required by law, for three (3) days for each full month of completed Accredited Service up to a maximum of difference in pay for three (3) months.

30.4.2 For this purpose, Company pay will be the product of the employee's daily wage in effect on the last day actually worked multiplied by 21.75 days. Military pay will be the basic pay shown in the pay tables in effect on the date when the employee enters military service for his grade or

rank, giving effect to his length of military service, plus extra pay for special qualifications or duty, but exclusive of rental, subsistence, clothing, dependents, and other allowances. Daily military pay shall be the monthly pay divided by 21.75.

30.4.3 Regular employees will be paid the commuted value of any vacation to which they may be entitled at the beginning of the military leaves of absence.

30.5 Substitutes for Employees on Military Leaves of Absence

30.5.1 Persons transferred to positions formerly held by employees who are on military leaves of absence will be considered as temporary occupants of such positions and may be transferred back to their former or to equivalent positions when the employee for whom they are substituting returns from his military leave of absence.

30.5.2 Persons who are newly employed to fill vacancies which result directly or indirectly from the absence of employees on military leaves of absence may have their employment with the Company terminated unless there is other need for their services, when such employees return from their military leaves of absences.

30.6 Military Reserve Training

30.6.1 If a regular employee is a member of the National Guard, Air National Guard, or of a reserve component and is subject to annual training duty, he will be paid the difference between his military pay (including all allowances) and Company base pay (if the latter is greater) for a period of not more than two (2) weeks in any one calendar year in which he performs such training duty. However, if an employee performs annual training duty and receives no military pay, he will be paid a maximum of one (1) weeks pay by the Company in any one calendar year.

30.6.2 An employee, to be eligible for payment as provided above, shall in writing request time off for annual training duty, and at the conclusion thereof, furnish the Company written evidence of the amount of military pay received.

Article 31. Jury Duty, Witness Duty, and Bereavement Time

31.1 Jury Duty

31.1.1 If an employee receives a Summons for Jury Duty, the Company will compensate the employee for the difference between the jury fee and his base pay for the time lost from work; not to exceed ten (10) work days (80) hours in any twelve (12) month period.

31.1.2 When an employee receives a summons for jury duty, he must notify his supervisor as soon as possible in order for the Company to make necessary arrangements to meet the needs of service.

31.1.3 If an employee is required to report for jury duty and he is temporarily excused from attendance, he must return to work as soon as reasonably possible and complete the shift he is assigned while on jury duty.

31.1.4 An employee working a night shift who is required to report for a full day of jury duty will be excused from his assigned shift and will be compensated in accordance with Section 31.1 above.

31.1.5 The employee must have completed by the Court a form to be provided by the Company showing days and hours worked on jury duty.

31.2 Subpoena as a Witness

31.2.1 If an employee becomes a witness to a crime and is subsequently subpoenaed to be a witness during his regularly-scheduled hours, he will be compensated by the Company for the time off required in connection with the subpoena.

31.2.2 The employee must notify his immediate supervisor as soon as possible to make necessary changes in work assignments. If the employee is temporarily excused from court attendance, he must return to work during his regularly-scheduled hours.

31.2.3 Witnesses are generally paid a fee for each day they are required to appear. The Company will compensate the employee the difference between the witness fee and his regular base pay for the time he is required to appear.

31.2.4 Employees who are subpoenaed to appear as witnesses in a civil proceeding will not be compensated by the Company.

31.3 Bereavement Time

31.3.1 Regular full-time employees with one (1) or more years of service who are required to be absent from work because of death in their immediate family will be granted excused time off at the basic rate of pay for a reasonable period of time, not to exceed three (3) scheduled working days. Employees who can justify such need to the satisfaction of Management, such as for travel, will be eligible to receive up to two (2) additional days off from work; such time will be excused without pay, or, if available, the employee may elect to utilize Vacation or Holiday time.

31.3.2 "Immediate Family" for the purpose of Section 31.3, Bereavement Time, shall mean parents, stepparents, adoptive parents, children, stepchildren, adopted children, brothers, stepbrothers, sisters, stepsisters, husband, wife, step-grandparents, great grandparents, grandparents, grandchildren, mother-in-law, father-in-law.

31.3.3 Employees who can justify such need may be permitted to take vacation, personal holiday time or excused time for deaths of family members which are not stated in Subsection 31.3.2.

Article 32. Time Absent For Elections

32.1 Employees who are registered and entitled to vote in any election will be granted time off with pay if necessary to vote. Time off with pay for voting is granted only when the employee is unable to travel to the polls during non-working hours due to the distance involved and in no case will paid time off exceed two (2) hours. Permission for such absence will be granted only on specific request presented to the employee's immediate supervisor, who will designate the period of such absence.

Article 33. Inclement Weather

33.1 When employees are unable to perform their work because of inclement weather they will be paid in accordance with the following:

33.1.1 If an employee reports in person at his place of work but because of weather conditions is not sent out on the job, he will be paid for two (2) hours and will be released within one (1) hour.

33.1.2 If an employee is sent out on the job and is forced to discontinue his work at any time during the first four (4) hours of his assigned shift because of weather conditions, he will be paid for one-half (½) day.

33.1.3 If any employee works more than four (4) hours and is then forced to discontinue work because of weather conditions, he will be paid for a full day.

33.1.4 To the greatest extent feasible, time during which employees are not able to perform their normal work because of inclement weather will be used for regularly scheduled instruction and for the maintenance of equipment and tools and warehouses

33.2 The Company and the Union recognize that there may be occasions when an employee is unable to report to work due to inclement weather. When management determines that such a condition exists, the employee's absence will be excused and the occasion and hours will not be charged to their attendance record.

33.2.1 Upon their request, the employee may utilize any unused vacation or personal time. If the employee has exhausted all such time or chooses not to utilize available time their absences will be considered excused without pay.

Article 34. Employee Training

34.1 Assignments to positions covered by this contract for pre-management training purposes shall be filled at the discretion of Management. The number of

employees to be assigned at any one time will not exceed an aggregate of one (1) percent of the total bargaining unit.

34.1.1 If, after an employee has been assigned to this training program, he is not selected for promotion to Management, he will be reassigned to the job or to a job on the same wage schedule as that which he held at the time of his selection for the program at the wage rate commensurate with the step on the wage schedule he would have had had he remained on the job class.

34.2 Within each work group, employees will be given opportunity to learn, in an orderly sequence, all phases of the work necessary for them to carry out their job. Selection of which employees receive training within a title classification is a matter of Management decision, except that it is agreed that seniority will be given first consideration by the Company in making such selection.

Article 35. Job Bidding and Transfers

35.1 Qualifications and requirements for jobs shall be established in the order of their importance by Management, and for jobs of identical content shall be uniform throughout the Company. At no time will the qualifications for any particular job be designed to fit any one particular individual, and in all cases qualifications and requirements shall be established prior to declaration of the vacancy. The Company may use written tests and/or interviews to assist in the determination of the employee's qualifications. The form, content, and administration of such written tests or interviews shall be at the sole discretion of the Company and shall not be subject to the grievance or arbitration provisions hereof.

35.2 Requests for transfer based upon health reasons due to the employee's illness or illness in his immediate family shall take precedence over other applications on file.

35.2.1 Immediate family" for the purpose of this section shall mean parents, parents-in-law, wife, husband, children, brothers, sisters, or any other persons substantially dependent upon the employee either for financial aid or physical care, and "illness" as it relates to other than the employee himself shall be defined as meaning any condition of health requiring a substantial degree of financial aid for treatment or a substantial degree of physical care.

35.2.2 Requests for transfers based upon health reasons must be accompanied by written medical evidence including diagnosis and prognosis from the attending physician and a specialist in that field. All required medical documentation and approvals must be received no later than the posting close date of the vacancy in order to be considered as a priority transfer request.

35.2.3 All costs for such evidence shall be borne by the employee requesting such transfer.

35.2.4 Employees may have a maximum of two health priority transfer

applications on file that are not in response to posted vacancies. Additionally, an employee may submit health priority transfer applications in response to posted vacancies.

35.2.5 Employees who transfer due to permanent medical restrictions or health reasons will not be entitled to a subsequent transfer for health reasons if:

a) The new job classification fully accommodates their permanent medical restrictions or health reasons.

b) There is no significant change to their medical conditions. Any such changes must be certified by written medical evidence.

35.3 Job vacancies will be posted in the manner designated by the Company. Employees may apply for an unlimited number of posted vacancies at any given time. Employees who desire to be considered for transfer will submit applications, to Staffing, on the form and in the manner designated by the Company, no later than the posting close date of the vacancy. An employee may submit applications only for posted vacancies with the exception of those requests noted in Sections 35.2.4, 35.3.1, and 35.5.1 of this article. In the event no applications of qualified employees are on file, the Company may proceed to fill the vacancy at its discretion.

35.3.1 Employees who have been force realigned may have a priority transfer application on file that is not in response to a posted vacancy. As outlined in Article 37, Section 37.1.5, the employee must submit the transfer application within three (3) months after the date of realignment and move at his own expense.

35.3.2 The Company will notify the appropriate Union representative of any employee or employees of more seniority than the employee chosen and the reasons why such employee or employees were bypassed. Management will also notify the appropriate Union representative of all vacancies filled by request for transfer, showing when such a vacancy is filled, by whom, the seniority date of the selected employee, and wage schedule from which he has transferred.

35.4 Selection of employees for transfer to vacancies shall be determined as follows:

35.4.1 An employee shall be entitled to any job vacancy if he has the necessary qualifications and the most seniority of all candidates for the job. All employees subject to this collective bargaining agreement shall be given first consideration for filling those vacancies that are posted within their permanent headquarters of IBEW Local 543 as outlined in Article 22, Section 22.2. The employee will pay his own moving expenses on an employee-initiated transfer.

35.4.2 An Equipment Maintainer's right of transfer which is on a lateral basis must be at a work location which is over ten (10) miles distant from the work location from which the employee is bidding. The provisions of this section may be selectively waived at Management discretion.

35.4.3 A newly hired or rehired employee may apply for, but shall not have a right to a transfer until he has occupied his first position at the same location for at least twenty-four (24) months. All other employees may apply for, but shall not have a right to transfer until they have occupied their present position at least the same location for at least eighteen (18) months. The above transfer hold dates may be waived at management's discretion.

35.5 Nothing contained in this Agreement shall be construed as restricting Management's right to make transfers of employees of identical job classification between work locations or reporting locations.

35.5.1 Selection of employees will be based on volunteers in seniority order among those qualified employees within the classification and location from which management determines the adjustment will be made.

35.5.2 Employees who are transferred through this provision may have a priority transfer application on file to return to their prior job classification and work location. The employee must submit the transfer application within three (3) months after the effective date of the original Company initiated transfer.

35.6 Priorities for Filling Vacancies. Vacancies to be filled will be done so in the following order of priorities:

35.6.1 Persons returning from military leave (Article 30, Section 30.2.1).

35.6.2 Persons returning from a medical leave of absence (Industrial Injury).

35.6.3 Persons returning from a medical leave of absence (other reasons).

35.6.4 Persons requesting transfer to previous job classification and work locations who have been force realigned (Article 37, Section 37.1.5).

35.6.5 Persons requesting transfer to previous job classification and work locations who have been transferred in accordance with Article 35, Section 35.5.

35.6.6 Company initiated transfer to identical job title between work locations (Article 35, Section 35.5).

35.6.7 Employees being force realigned (Article 37, Section 37.1.3).

35.6.8 Employees being rehired from layoff (Article 38, Section 38.6).

35.6.9 Requests for transfer for health reasons (Article 35, Section 35.2).

35.6.10 Persons transferring from a part-time position to their previous full-time position in accordance with the Agreement concerning such transfers due to a work and family conflict.

35.6.11 Persons retuning from leave of absence for personal reasons (Article 28,

Section 28.1.1) other than medical leave.

35.6.12 Qualified applicants who are covered under this agreement with bids on file whose permanent headquarters is in the same location as job bid (Article 35, Section 35.4).

35.6.13 Qualified applicants who are covered under this agreement with bids on file (Article 35, Section 35.4).

35.6.14 Qualified applicants with bids on file (Article 35, Section 35.4).

35.6.15 Company initiated transfers, promotion or employment (Article 2, Section 2.1), (Article 35, Section 35.3).

35.7 Upon receiving a transfer to a different classification, each regular employee will be given an opportunity to learn, in an orderly sequence, all phases of the work necessary to carry out his job. Orderly sequence means attending the Company's applicable basic courses in appropriate order or by receiving on the job training (OJT).

35.7.1 In the event a regular employee does not satisfactorily complete a basic training course or cannot demonstrate the ability to perform the necessary job tasks through OJT within thirty (30) calendar days as outlined above, the Company shall return the employee back to their original position.

Article 36. Transfer Allowances

36.1 When an employee is transferred at Company request from one work location to another thirty-five (35) miles or more distant, and such assignment is to be for a period in excess of six (6) months and if the employee moves his residence closer to the new location as a result of such transfer, he will be entitled to the following transfer allowances:

36.1.1 Five (5) days excused absence with pay to make necessary arrangements of personal affairs.

36.1.1.1 Transferred employees may elect to receive pay in lieu of time off at their own option. Pay for hours paid but not worked under this Section will not be considered part of the normal workweek.

36.1.2 A relocation allowance of $150.00.

36.1.3 An allowance of $150.00 for packing household goods.

36.1.4 Actual cost of moving furniture and personal belongings.

36.1.5 Travel on Company time and at Company expense for personal transportation of the employee and his family to travel to the new residence.

36.2 In every case, however, the Company will reserve the right to name the agency which will be used to move the employee's furniture and personal belongings, and to prescribe the form of transportation which shall be used for the employee and his family, if the Company is expected to pay such costs.

36.3 The Company will not pay any expenses incident to the transfer of employees who have requested such transfer under the job bidding and transfer provision as covered under Article 35.

36.4 Employees who have been released or laid off, or who have been notified that they are to be released or to be laid off, will not be entitled to receive any transfer allowance if they are selected to fill a vacancy at another headquarters later, but will be considered as new employees for the purpose of this Article when they report at the new location. The provision, however, will not be used to discriminate against employees by laying them off in contemplation of their transfers.

36.5 The provisions of this Article do not apply if the employee fails to complete their move within eighteen (18) calendar months from the date of transfer.

36.6 The provisions of this Article do not apply if the employee's residential move does not decrease their travel time by at least one (1) hour per day, round trip.

Article 37. Force Realignments

37.1 Whenever conditions in any geographic location are such that Management determines that it is necessary to reduce the force in one or more classifications, such reductions shall be made in accordance with the following except that if there are more surplus employees than existing vacancies, the layoff provision in Article 38 will precede the force realignment:

37.1.1 Surplus employees will be declared by geographic area and will include all employees within that classification or classifications permanently located within the affected geographic area boundaries.

37.1.1.1 For the purposes of this section, Geographic ~~1~~area will be identified as follows:

- Gardnerville
- Stateline
- Topaz Lake
- Yerington

37.1.2 Surplus employees will be offered vacancies in the geographic locations as defined below:

- Gardnerville
- Stateline
- Topaz Lake
- Yerington

37.1.3 The employees affected in the surplus classification or classifications will be offered transfers as follows:

37.1.3.1 Step 1: Employees will be offered identical classifications in order of seniority within their geographic locations as outlined in Section 37.1.2. If an employee chooses, he may waive acceptance of a job at this step and proceed to Step 2.

37.1.3.2 Step 2: After Step 1 is completed, the affected employees will be offered, by seniority, any vacancy for which he can qualify within the affected geographic location. If the employee chooses, he may waive acceptance of a job at this step and proceed to Step 3.

37.1.3.3 Step 3: After Step 2 is completed within the geographic locations; the affected employee will be offered identical vacancies bargaining unit wide in order of Company-wide seniority. If the employee chooses, he may waive acceptance of a job at this step and proceed to Step 4.

37.1.3.4 Step 4: After Step 3 is completed; the affected employee will be offered any vacancy for which he can qualify bargaining unit wide in order of Company-wide seniority. Included at this step are those employees who have waived acceptance of jobs at Steps 1, 2 and 3, thus placing themselves at this step of the re-alignment.

37.1.4 If an employee does not select a job as outlined above for which he is qualified and is within fifty (50) miles of his current work location, the Company will consider that the employee has voluntarily resigned. If an employee does not select a job which is greater than fifty (50) miles from his work location for which he is qualified or if an employee is not qualified for any jobs in the force realignment, the employee will be separated from the Company and will receive one (1) weeks pay at the basic wage rate for each year of Accredited Service up to and including ten (10) years and two (2) weeks pay at the basic wage rate for each full year of Accredited Service in excess of ten (10) years to a maximum of twenty-six (26) weeks pay in total.

37.1.4.1 Reemployed employees must complete one (1) full year of accredited service with the Company before coming eligible again for termination benefits. Those employees who have previously received termination benefits of any kind shall be eligible for separation pay benefits based on their most recent date of hire in lieu of their accredited service date as outlined in Section 37.1.4 above.

37.1.5 If there is no request for transfer based on illness as outlined in Article 35, Section 35.2, employees who have been realigned shall have first choice in order of their seniority for subsequent vacancies in the job classification and location from which they were realigned. The employee

must submit a request for transfer within three (3) months after the date of realignment and move at his own expense.

37.1.6 If an employee affected in the surplus classification or classifications has a medical restriction or disability, the employee will be required to select a classification in which he can perform.

37.2 It is agreed that the provisions of this Article 37 will not apply to any normal readjustments of forces within the Company which may be made under Article 2 or Article 35.

37.3 Employees who are force realigned two (2) or more wage schedules lower will have their wage rates adjusted as follows:

37.3.1 Less than ten (10) years accredited service: Effective with the date of reclassification the difference in wage rates will be reduced one-fourth (1/4). At each subsequent six (6) week interval, the difference in wage rates will be reduced in three (3) equal amounts until the wage rate is reduced to the appropriate step of the new wage schedule.

37.3.2 Ten (10) or more years of accredited service: Effective with the date of reclassification the difference in wage rates will be reduced one-fourth (1/4). At each subsequent twelve (12) week interval, the difference in wage rates will be reduced in three (3) equal amounts until the wage rate is reduced to the appropriate step of the new wage schedule.

Article 38. Layoffs

38.1 Whenever economic or force conditions are considered by the Company to warrant laying off regular employees, such force adjustments as it may deem necessary shall be made effective among employees covered by this contract by classification, subject to the following conditions:

38.1.1 Temporary, occasional, and part-time employees shall be laid off first, provided, however, that such employees may be retained or employed temporarily to meet emergencies or peak load situations.

38.1.2 Employees shall be laid off in inverse order of total Company seniority in the job classification to the extent deemed by the Company to be necessary. The Company may retain not more than five (5) percent of the employees subject to layoff in each service year involved.

38.1.3 The provisions of this Section shall be administered on a Company-wide basis within this bargaining unit.

38.1.4 Once a layoff condition has been announced by the Company, employees within a surplus title that have not been declared surplus may volunteer by seniority to replace employees identified for layoff within the title. If the surplus employee agrees to remain employed, the senior employee will be laid off and become eligible to receive the junior surplus employee's layoff allowance as determined in Article 38, Section 38.2, as

well as rehire provisions of Section 38.6. At the discretion of the Company, it may retain volunteers based upon their job knowledge and skills.

38.2 Regular full-time employees who are laid off due to lack of work shall be paid a layoff allowance determined by the employee's Accredited Service and basic weekly wage rate at the time of leaving the service of the Company, in accordance with the following:

38.2.1 Regular full-time employees hired prior to September 12, 2010, will receive:

Years of Accredited Service	Number of Weeks Paid at Current Basic Wage Rate (Excludes all Differentials)
Less than 6 months	0
6 mos. but less than 2 years	1
2 years but less than 3 years	2
3 years but less than 4 years	3
4 years but less than 5 years	4
5 years but less than 6 years	6
6 years but less than 7 years	8
7 years but less than 8 years	10
8 years but less than 9 years	12
9 years but less than 10 years	16
10 years but less than 11 years	20
11 years but less than 12 years	24
12 years but less than 13 years	28
13 years but less than 14 years	32
14 years but less than 15 years	36
15 years but less than 16 years	40
16 years but less than 17 years	44
17 years but less than 18 years	48
18 years but less than 19 years	52
19 years but less than 20 years	56
20 years but less than 21 years	60

38.2.2 Regular full-time employees hired after September 11, 2010, will receive:

Years of Accredited Service	Number of Weeks Paid at Current Basic Wage Rate (Excludes all Differentials)
Less than 6 months	0
6 mos. but less than 1 year	1
1 year but less than 2 years	2
2 years but less than 3 years	3
3 years but less than 4 years	4
4 years but less than 5 years	5
5 years but less than 6 years	6
6 years but less than 7 years	7
7 years but less than 8 years	8
8 years but less than 9 years	10
9 years but less than 10 years	12
10 years but less than 11 years	14

11 years but less than 12 years	16
12 years but less than 13 years	18
13 years but less than 14 years	20
14 years but less than 15 years	22
15 years but less than 16 years	24
16 years of service or more	26

38.3 Any vacation payment for which the employee is eligible will be made in addition to the layoff allowance.

38.4 If an employee who has received a layoff allowance is reengaged, and the number of weeks since the effective date of leaving is less than the number of weeks pay upon which the layoff allowance was based, exclusive of any payment in lieu of vacation, the amount paid to the employee for the excess number of weeks shall be considered as an advance to the employee by the Company and repayment of this amount shall be made at the time of reemployment, or through payroll deductions each payroll period at the rate of at least ten (10) percent of the employee's basic wage rate until the amount is fully repaid.

38.5 If an employee who has been laid off and given a layoff allowance is subsequently reemployed and again laid off, the layoff allowance in the case of the second layoff or of any subsequent layoff shall be based upon the length of continuous service since the date of last reemployment, plus any portion of the prior layoff allowance which has been refunded to the Company.

38.6 In rehiring former regular employees laid off under the provisions of Section 38.1 above, the Company shall offer reemployment in the order of Accredited Service to such former employees by classification; provided, however, that the period of layoff of such former employee does not exceed eighteen (18) months, and that his Accredited Service is in excess of five (5) years.

38.6.1 When the Company elects to rehire former employees laid off under the provisions of Article 38, Section 38.1, outside of the process identified above, seniority for such former employees shall be bridged upon reemployment and will not be adjusted for the period of layoff, provided that:

a) The period of layoff of such former employee does not exceed eighteen (18) months;

b) His/her Accredited Service is in excess of one (1) five (5) years; and,

c) He/she is rehired to the same classification from which he/she was laid off.

Such rehiring shall be subject to the following conditions:

38.6.1.1 Such former employee must meet the requirements of the available job, as determined by the Company.

38.6.1.2 Such former employee must keep the Company informed of the address at which he can be reached, and any offer of such reemployment shall be made in person, or by registered mail addressed to the latest address so furnished by the former employee. When an offer of employment has been so made, the former employee shall inform the Company of his acceptance within a period not to exceed two (2) days and shall report for duty within two (2) weeks from the date such reemployment was offered unless extended at management's discretion.

38.6.1.3 If such former employee, upon reemployment, is assigned to essentially the same type of work as at the time he was laid off, he shall be paid at the rate currently in effect for that assignment, and for the period of service which would have been credited to him for wage purposes had he not been laid off.

38.6.1.4 Seniority for such former employees shall be bridged upon reemployment and will not be adjusted for the period of his layoff.

38.7 Nothing in Section 38.6 above shall limit the temporary employment of former employees in the event of an emergency or to meet peak load situations.

38.8 Notification to Union of Involuntary Surplus Condition

38.8.1 The Company will give a thirty (30) day notice to the Union Business Manager of any pending involuntary surplus. The Union Business Manager agrees to keep this information completely confidential until the Company approves it dissemination.

38.8.2 The Company will meet with the Union to discuss declared surpluses that may require the application of Article 37 and/or Article 38 of the Agreement. These discussions are intended to provide a better understanding of the need to relocate and/or reduce the workforce and address any unique circumstances.

Article 39. Income Security Plan (ISP)

39.1 The Company and the Union recognize the need for technological change in the business. In order to lessen the economic impact upon regular employees who become surplus due to technological change, the Company and the Union agree to establish the Income Security Plan (the Plan). "Technological change" shall be defined as a change in plant or equipment, or change in a method of operation, diminishing the total number of regular employees required to supply the same services to the Company or its subscribers. "Technological change" shall not include layoffs or force realignments caused by business conditions, variations in subscribers' requirements, or temporary or seasonal interruptions of work.

39.1.1 When technological change brings about any of the following conditions,

the Plan shall apply:

39.1.1.1 A need to layoff and/or force realign employees in any job title.

39.1.1.2 Reassignment of regular employees to permanent headquarters fifty (50) miles or more from the employee's permanent headquarters.

39.2 During the term of this Agreement, if the Company notifies the Union in writing that a technological change has created or will create a surplus in any job title in any work group and/or work location, regular employees meeting the following qualifications shall be eligible for Plan participation:

A. Accredited service of one year or more; and,

B. No comparable assignment available within fifty (50) miles of the former permanent headquarters and/or refusal of reassignment to a new permanent headquarters (50) miles or more from the former permanent headquarters.

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

39.3 The Company reserves the right to determine the job titles and work group(s) and/or work location(s) in which a surplus exists, the number of work groups and/or work locations in which a surplus exists, the number of employees in such titles and locations which are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Plan. In no event shall the number of employee elections accepted under the terms of the Plan exceed the number of employees determined by the Company to be surplus.

39.4 For those employees who are eligible in accordance with Sections 39.1 and 39.2, the Company will provide the following ISP Termination pay benefits:

39.4.1 ISP Termination Allowance of $1,100, less withholding taxes, for each completed year of accredited service up to and including thirty (30) years for a maximum of $33,000 prior to withholding taxes. The ISP allowance is not prorated for any partial year of service.

39.4.2 In addition to the ISP Termination Allowance, the Company shall pay an employee who has left the service of the Company with ISP benefits and ISP Expense Allowance not to exceed $750, less withholding taxes, for each completed year of accredited service for a maximum of $3,750 prior to withholding taxes. The ISP Expense Allowance is not prorated for any partial year of service.

39.4.3 The combined maximum ISP Termination Pay benefit payable as set forth in Sections 39.4.1 and 39.4.2 shall in no event exceed a total of $36,750.

39.4.4 The dollar amounts set forth in this Article shall be prorated for regular part-time employees based on the average hours worked during the last twenty-six (26) pay periods: i.e., average of thirty (30) hours worked per week would result in termination benefits paid at 75% of those set forth in Sections 39.4.1 and 39.4.2.

39.5 The Company reserves the right to offer Enhanced ISP Termination pay benefits at its sole discretion. The Enhanced ISP Termination pay benefit will be in lieu of the regular ISP Termination pay benefit described in Section 39.4 above; the Enhanced ISP Termination Pay benefit would be greater than the regular ISP Termination Pay benefit, based on a formula(s) to be determined by the Company, from time to time, at its sole discretion. All other provisions of this Article shall apply to Enhanced ISP payments.

39.6 Employees eligible for ISP Termination Allowance in accordance with Section 39.2 will receive a lump sum payment for the entire amount of the ISP Termination Allowance paid in the month following the month in which the employee leaves the service of the Company.

39.7 Reemployed employees must complete one (1) full year of accredited service with the Company before coming eligible again for termination benefits. Those employees who have previously received termination benefits of any kind shall be eligible for ISP Termination Pay benefits based on their most recent date of hire in lieu of their accredited service as outlined in Sections 39.4.1 and 39.4.2, above.

39.8 All benefits payable under the Plan are subject to legally required deductions.

39.9 Termination benefits shall not be made if the termination is the result of any sale or other disposition by the Company of the exchange or office at which the employee is working or from which the employee is assigned to work, when the employee is continued in the employment of the new management of the exchange or office.

39.10 An employee's election to leave the service of the Company and receive termination pay benefits must be in writing and transmitted to the Company within fourteen (14) calendar days from the date of the Company's offer in order to be effective, and it may not be revoked after such fourteen (14) calendar day period.

39.11 This Article will be implemented prior to invoking the provisions of Article 37 (Force Realignments) of the Collective Bargaining Agreement, when conditions set forth in Section 39.1 of this Article exist as determined by the Company.

39.12 Neither the right to affect a technological change, the determination of a surplus condition, eligibility for participation in the Plan, nor any part of this Plan or Article shall be subject to the arbitration procedure of the MIFA # 3 Collective Bargaining Agreement.

Article 40. Discharges and Suspensions

40.1 Employees covered by the Agreement shall not be suspended or discharged except for just cause, except as outlined in Article 13, Section 13.3.

40.2 Any suspension or discharge requires notification of such act be given to a Steward and the Business Manager of the Union. Any grievance over a suspension or discharge must be presented by the Union within four (4) workdays from receipt of Company's notice.

Article 41. Working Safety Committee

41.1 The Company shall make reasonable provisions for the safety of employees in the performance of their work. The Union shall cooperate in promoting the realization of the responsibility of the individual employees with regard to the prevention of accidents.

41.2 The number of employees serving on the Safety Committee shall not be less than two (2).

41.3 Every employee is urged and expected to make recommendations in writing at the time a work deficiency or unsafe condition is discovered.

41.3.1 This recommendation shall be made to the Committee chairpersons and the appropriate supervisor immediately for action.

41.4 A safety meeting shall be held regularly, normally on a monthly basis.

41.5 The Company will draft reasonable safety rules. The Union may submit suggestions to the Company regarding revision and enforcement of such rules, and the Company agrees to meet with the Union for purposes of discussion of Union's suggestions. In the event any employee violated said safety rules set up by the Company, the Company reserves the right to take disciplinary action against said employee. However, an employee shall not lose seniority which might accrue during a period of suspension.

Article 42. Tools, Equipment and Gloves

42.1 The Company will furnish to new employees and on a replacement basis to present employees, all tools, equipment and gloves necessary for the proper performance of the job. The Company will specify the quantity, kind, type and make of all such items to be furnished. No tools, equipment or gloves, other than those furnished by the Company may be used unless specifically approved by the supervisor. Any such tool or equipment allowed will not be replaced by the Company or at Company expense.

42.1.1 All tools, equipment and gloves furnished by the Company will be charged to the employee, and the employee will be held responsible.

42.1.2 The Company will replace all tools, equipment and gloves that are broken and/or worn out through normal wear, except those not specified as standard by the Company.

42.1.3 Tools, equipment and gloves that are lost or mistreated to the extent that they are no longer usable will be replaced by the Company, except those not specified as standard by the Company; however, the employee responsible for the items may be required, at the discretion of Management, to pay for them and will be billed accordingly. Employees will have the option to pay by cash, check, money order or payroll deduction.

42.1.4 Employees who are furnished tools, equipment and gloves will be held responsible for the proper use, care and maintenance of these items, and will be held to an accounting of all tools, equipment and gloves at the time of replacement thereof, or upon termination of employment with the Company.

42.2 The Company will provide to eligible employees a ~~bi-annual~~ **biennial** boot allowance, not to exceed two hundred dollars ($200.00), for leather safety toed or shanked boots. The boot allowance is payable upon proof of purchase.

Article 43. Home Dispatch

43.1 The Company may establish "Home Dispatch" in those locations and among those classifications where it is determined by the Company to be economically and operationally feasible. The Company will develop specific guideline consistent with the provisions of this Article.

43.2 While the Company will determine eligible groups, in general it will be those employees whose normal work assignment makes it possible to start and/or end the tour at a location other than the official reporting location. Home Dispatch will be offered by classification within a work group, as defined in Article 11, Section 11.21.

43.3 Participating employees will obtain their job assignment and report directly to the location of the assignment by the normal start of the tour in a Company vehicle instead of to a reporting center in their personal vehicle. At the end of the tour, employees will take the Company vehicle home. Travel time to the first assignment and from the last assignment is not paid time. An effort will be made to route the first and last job as close to his home as possible dependent on the demands of the service.

43.3.1 An employee whose first assignment of the day is to a job site outside of the area serviced by his normal work location shall be paid for all driving time in excess of thirty (30) minutes. An employee whose last assignment of the day is outside of the area serviced by his normal work location shall be paid for all driving time in excess of thirty (30) minutes. Such time shall be paid at the employee's normal rate of pay and shall

be considered as time worked for all purposes.

43.4 The Company will implement the Home dispatch program on a voluntary basis.

43.5 Employees will not be required to use personal time to maintain Company vehicles; however, they will be expected to oversee the condition of the vehicle in accordance with the Company's preventative maintenance program and exercise care in the parking and storing of the vehicle.

43.6 Should the Company decide to discontinue the program; a 30-day notice will be given to the local Union and employees who are participating. Employees desiring to discontinue participation may be required to provide a 30-day notice. Employees who deviate from the provisions of the program may be removed from participation at management's discretion.

43.7 The participating employee is expected to do the following:

43.7.1 To insure the vehicle is properly stored, operated, and maintained. It is management's discretion, if required, to designate an alternate Company owned or leased parking site to keep vehicles free from vandalism.

43.7.2 To use the vehicle only in performing work and traveling between work locations and the employee's residence or other designated parking location. While the vehicle is at the employee's residence, the vehicle is to be locked and parked in a safe and legal location. The safety cone behind the vehicle is not required; however, a safety check is to be performed before the vehicle is moved. Back-in parking is recommended, where applicable, to avoid backing accidents when leaving for work.

43.7.3 Vehicles are to be used only for official Company business. No personal use shall be authorized. A brief (5-10 minute) stop, while in direct route to first assignment or after last assignment while direct route home, is not considered personal use.

43.7.4 Passengers, other than those authorized for business purposes, will not be allowed in Home Dispatch vehicles.

43.8 Maintenance and Operational Responsibilities

43.8.1 Operation and maintenance of vehicles involved with the program are an expense of the business. Therefore, tolls, fees, and other motor vehicle usage costs (except for those tolls normally incurred by the employee between their residence and work location) will be paid by the Company under established voucher provisions.

43.8.2 The employee assumes certain responsibilities associated with an assigned vehicle. These responsibilities include:

43.8.2.1 Adhere to vehicle maintenance schedules as required by Fleet Operations.

43.8.2.2 Perform vehicle inspections during fuel stops such as;

checking tire pressure, water levels, oil levels, etc. It is the employee's responsibility to notify their supervisor of other repair needs such as engine running rough, need for new tires, etc. It is the employee's responsibility to report safety related defects. Any vehicle in need if repaid should be brought to the nearest authorized repair facility if safe to do so. The employee should contact their supervisor so the supervisor can coordinate these repairs with Fleet Operations.

43.8.2.3 The Primary fueling location is the fuel facility on Company property. Alternate fueling locations may be designated service stations within the community.

43.8.2.4 The Company accepts the responsibility to provide vehicle washing based on the availability in the area.

43.8.2.5 The employee will account for out-of-pocket expense for tolls, ice, parking fees, etc. The supervisor will be responsible for advising the employee of the procedures to be followed for both incurring these costs and being reimbursed.

43.8.2.6 The supervisor will coordinate both scheduled and unscheduled vehicle maintenance. The employee will deliver the vehicle to a designated location during work time and be provided a traveling vehicle by their supervisor, or the vehicle maintenance will be performed while the employee is on vacation. Should it become necessary to perform unscheduled maintenance during working hours, the employee will be provided an alternate vehicle.

43.8.2.7 If the vehicle should break down while the employee is traveling to his first assignment, the employee's pay commences at the start of their tour. If the vehicle breaks down after the tour ends, the employee will be paid until the vehicle is repaired or provided with appropriate transportation.

43.8.2.8 While the employee is on vacation, the Company vehicle will be returned, if necessary, to the employee's current reporting location, so routine or scheduled maintenance can be performed on the vehicle. Unless the employee's supervisor makes other arrangements, it will be the employee's responsibility to return the vehicle within a time frame to perform their first dispatch assignment after returning from vacation.

43.9 Meetings

43.9.1 The Company recognizes the necessity to assemble employees participating in the Home Dispatch Program for meetings at Company designated locations. Meetings may be called by supervisors whenever necessary for: safety meetings, tour schedule bidding, procedural changes, general announcements, paycheck distribution, training, etc.

The local Union will be notified of the time and location of safety meetings and will have the opportunity to be present. Notification will normally be least 48 hours prior to such meetings.

43.10 Tours

43.10.1 It will be the employee's responsibility to be at their first dispatch location at the start of their tour. The employee will work until the end of the tour. Travel time to the first assignment and from the last assignment will not be paid.

43.11 In the event an employee is required to manually call the Company to receive his first assignment, the employee will have such time for this call considered as work time and part of his scheduled work day. Employees who live outside the calling area will be issued and use a Company calling card or will call an established 800 number if necessary to obtain his first assignment. If an employee's assignment is not available when the Company is contacted, the employee will contact his supervisor or report to a designated work location.

Article 44. Jurisdictional Boundaries

44.1 The provisions of this Article pertain to permitting IBEW members to cross jurisdictional lines. This Article is not intended to supplant workers in either bargaining unit. It is intended to maximize the use of regular employees and lessen the use of contractors.

44.2 When a work group is facing a force reduction of employees due to lack of work, the Company may temporarily assign such employees across jurisdictional boundaries to avoid a layoff. The Company will notify the Union in writing, in advance of the temporary assignment. The normal duration of these assignments will not exceed 90 days unless agreed upon by all parties.

44.3 Employees may cross jurisdictional boundaries when necessitated by natural disasters, severe weather conditions, civil unrest or excessive workload. The Company will notify the Union in writing, in advance of these instances. Listed below are a few examples of "excessive workload".

44.3.1 When sufficient manpower is not available locally to complete a work order(s) in Infrastructure Provisioning, the Company may utilize employees across jurisdictional lines to complete the required work. (COEI and/or Outside Plant)

44.3.2 When service order installation and/or repair work is too excessive within one Union's jurisdiction to meet customer demand given current manpower levels, the Company may utilize employees represented by the other Union to complete the work in a timely manner.

44.4 If represented employees of one Union possess a skill or have training required to complete a job assignment which is not possessed by represented employees of the other Union, such trained/skilled employees may cross jurisdictional boundaries to complete the assignment. Management will take the necessary

steps to train a member of the affected location as soon as possible to minimize future similar occurrences.

44.5 When bargaining unit employees are assigned work within the jurisdiction of the other collective bargaining agreement in which there exists a higher rate of pay for the same work, a wage differential will be paid. The wage differential shall apply for the entire time of the assignment. This differential will be paid step to step.

44.6 If other circumstances dictate the assignment of Union represented employees across jurisdictional boundaries, the Company agrees not to make such assignments without notifying the Unions in writing and seeking approval. Should consent by all parties not be possible, the Company shall determine the alternatives available, based on legitimate business needs, and make a decision to proceed or not proceed with the assignment. The Company recognizes both Union's right to file a grievance in such cases.

Article 45. Substance Abuse Policy

45.1 The Company is committed to maintaining a workplace free from drugs or alcohol and is obligated to comply with the requirements of the Drug Free Workplace Act of 1988, as well as the special Department of Defense drug free workforce rules for specific government contracts.

45.2 The Company has developed and implemented a policy on substance abuse which applies to all employees. The revision of this policy incorporates those requirements listed above.

45.3 Additionally, the Company reserves the right to take appropriate measures to comply with restrictions or procedures placed on our company and its employees by our customers.

Article 46. Fingerprinting

46.1 This Article pertains to the implementation of Assemble Bill 1610, Section 45125.1 of the California Education Code.

46.2 All current employees in the following classifications will be required to be fingerprinted for screening purposes:

- Sales and Service Technician I
- Sales and Service Technician II
- Equipment Technician
- Sr. Communications Specialist

46.3 If there are employees who do not successfully pass the fingerprint screening process, the Company will investigate the specifics with the employee with the Union present.

46.3.1 Employees who fail the screening process and have not falsified any document regarding their conviction (i.e. employment application) will not

be disciplined or terminated. Such employees will, however be restricted from going on school property at any time. While this will usually be accomplished with the employee remaining in their current classification, the Company reserves the right to temporarily reassign them to another classification if necessary to meet the service demands. In these instances, pay will be handled per the provisions of the Collective Bargaining agreement.

46.3.2 If there are employees who fail the screening process and falsified company documents regarding their past conviction, the Region President and the IBEW Business Manager or their designees agree to meet to discuss the appropriate manner to address these issues. If an agreement can't be reached, the parties agree to obtain a mutually agreed upon 3rd party advisory opinion. If this is unsuccessful, the Company reserves the right to take disciplinary action, up to and including termination. If the Union disagrees with the Company's decision, they can file a grievance and request in writing to proceed immediately to arbitration as outlined in the Collective Bargaining Agreement.

46.4 All potential new hires, rehires and transfers into any of the classifications listed in Section 46.2 must successfully pass the fingerprint screening to be considered qualified for the position. All employees returning from a leave of absence to one of the above-mentioned classifications will be handled in the identical manner as current employees in the same classifications.

46.5 If Assemble Bill 1610, Section 45125.1 of the California Education Code is revised, the parties agree to revise this Article as is necessary.

46.6 If the process provided for in Sections 46.2 through 46.4 does not enable the Company to meet customer service demands, the Company reserves the right to revise the process after discussing the necessity of doing so with the Union.

46.7 The parties agree that this Article will not set a precedent, nor will it be referred to in the future in any way except as it pertains to employee's covered by this agreement. Furthermore, it does not affect either parties' rights under the Collective Bargaining Agreement on future matters.

Article 47. Performance Standards

47.1 If the Company determines there is a need to either revise or implement performance standards, the parties will meet to discuss the provisions of the performance plan. If the Company and the Union agree on the provisions of the plan, it will be implemented accordingly. If the parties cannot agree, the Company reserves the right to implement or revise the plan at its discretion. The Union reserves their ability to exercise their rights under the grievance and arbitration provisions in the MIFA # 3 Collective Bargaining Agreement.

Article 48. Wages

48.1 New employees, at the time of hire, will normally be placed on the start rate of the applicable schedule. However, management may at its discretion place a new employee at a higher step on the schedule when it determines it to be appropriate to do so.

48.2 Appropriate change in wages will be made with respect to employees who are transferred from one occupation to another in accordance with the following:

48.2.1 Employees who are transferred to higher wage-paying classifications will be placed on the step of the new schedule which has the next higher rate to the employee's rate of pay at time of transfer. In no event will employees so transferred have their progression steps extended by more than twenty-four (24) months. The employee's progression date, if applicable, will not be affected by such transfer. Employees so transferred who have credit allowed for experience which is not directly applicable to the new job classification may have such credit taken away at the date of transfer. Management may at its discretion place a transferring employee at a higher step on the schedule when it determines it to be appropriate to do so.

48.2.1.1 Employees who transfer back to their previous job classification within two (2) years will receive wage credit for time worked in the higher classification if the vacancy requires the same duties and skills as determined by management.

48.2.2 Employees, other than those specified in Subsection 48.2.3 below, who have transferred for reasons of health to a lower wage-paying classification will be carried across moneywise to the new schedule and held off-schedule until the new schedule catches up to them or they return to their normal job or for three (3) calendar months, whichever is sooner, except that where the employee who is being transferred is receiving wages above the top of the new schedule, his pay shall be reduced to the top of the new schedule. An employee who is unable to return to his normal job by the end of three (3) calendar months will be placed on the step of the new schedule which corresponds to his length of wage service and will remain on that new schedule until he is able to, and does, return to his normal job. Employees who are being transferred to lower wage-paying classifications for reasons other than health or permanent physical disability will be placed on the step of the new schedule which corresponds to their length of wage service. Anything to the contrary herein notwithstanding, an employee temporarily disabled due to occupational injury will be compensated at his normal basic rate if placed in another job classification during the period of such disability.

48.2.3 If an employee by reason of a permanent physical disability, is transferred to an occupation for which there is provided a schedule of wages lower than the schedule under which his current occupation is carried, the initial decrease in his wage will be limited to a maximum of six (6) cents per hour and succeeding decreases will be limited to the same amount and will be made only at six (6) month intervals until the appropriate wage has

been attained under the new schedule.

48.2.4 An employee on a relief basis who performs the duties of a higher wage-paying classification shall receive a differential equal to the next highest hourly rate of pay for all hours worked at the higher classification.

48.2.5 Nothing in this Section 48.2 is to be construed as restricting Management's right to place temporarily disabled employees in jobs which they can handle during their temporary disability.

48.3 The progressive wage increases provided under the wage schedules will be awarded automatically to all employees except occasional employees upon completion of the periods of active employment specified in the wage schedules. The wage of occasional employees will be adjusted on an individual basis in recognition of their increased employment. Progressive wage increases will be effective on the Sunday nearest actual completion of periods of active employment specified in the wage schedules.

Article 49. Differentials

49.1 Hourly employees who are designated by management to be in charge of other hourly employees or of a managerial function will receive an in-charge differential of one dollar and twenty-five cents ($1.25) per hour, provided such in-charge assignment is for one (1) hour or more.

49.1.1 Such employees may, as required, perform productive work of the same type and nature as normally assigned to employees included within the collective bargaining unit while they are acting in an in-charge capacity.

49.2 Shift differentials will be paid to employees who are required to work specified hours as a part of scheduled shifts. Shift differential will be included as a part of the employee's rate for the purpose of calculating overtime. Shift differential will not be prorated. Shift differentials will not be paid:

- on holidays not worked;
- during vacations;
- during periods covered by sick benefits;
- during any other time not worked, paid or unpaid;
- for work falling within the specified hours as a result of overtime which is a continuance of a regularly assigned shift; or,
- during an emergency call-out.

49.2.1 A night tour premium of seventy-five ($.75) cents per hour will be paid for all scheduled hours worked between 9:00 p.m. and 6:00 a.m.

49.3 The Company may schedule employees to standby making them available for duty. Such assignments shall be rotated within a job classification and employees assigned shall receive $2.00 per hour for each hour of standby. Such pay shall be in addition to any call-out time.

49.3.1 The Company will, as much as practicable, endeavor to equally distribute standby assignments, within a classification, to the extent of their duration, including equalization of assignments involving holidays.

49.3.2 Employees assigned to standby may also be assigned a Company vehicle in order to respond to call-out from their home provided they live within twenty-five (25) road miles from their regularly established headquarters.

49.3.3 The Company will provide a cellular telephone for use by those on standby for the period of time on standby. Employees assigned to standby 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 on standby shall be available for work during non-duty hours and shall be expected to respond to the duty supervisor within twenty (20) minutes. An employee who fails to respond within twenty (20) minutes and/or is unable to report to work will forfeit his/her standby pay for each day.

49.3.4 The Company will provide a laptop computer for use by those on standby for central office trouble for the period of time on standby.

EXHIBIT 1 – Job Classifications

The job classifications covered under this Agreement are as follows:

Wage Schedule C-9

- Sales and Service Technician I (includes the duties and functions of the former job classifications of Cable Splicer, Customer Service Technician I, Customer Service Technician II and OSP Construction Installer/Splicer)
- Equipment Technician (includes the duties and functions of the former job classifications of Equipment Installer and Equipment Maintainer)
- Senior Communications Specialist

Wage Schedule C-8

- Sales and Service Technician II

Wage Schedule C-5

- Warehouse Attendant

Wage Schedule C-C

- Retail Sales Consultant
- Language Assistance – Retail Sales Consultant

WAGE SCHEDULE: C-9								
INTERVAL	2% Effective 5/25/25	1.5% Effective 11/23/25	1.5% Effective 5/24/26	1.5% Effective 11/22/26	1.5% Effective 5/23/27	1.5% Effective 11/21/27	1.5% Effective 5/21/28	1.5% Effective 11/19/28
START	$19.37	$19.66	$19.95	$20.25	$20.55	$20.86	$21.17	$21.49
6 Mo.	$20.94	$21.25	$21.57	$21.89	$22.22	$22.55	$22.89	$23.23
12 Mo.	$22.74	$23.08	$23.43	$23.78	$24.14	$24.50	$24.87	$25.24
18 Mo.	$24.77	$25.14	$25.52	$25.90	$26.29	$26.68	$27.08	$27.49
24 Mo.	$27.11	$27.52	$27.93	$28.35	$28.78	$29.21	$29.65	$30.09
30 Mo.	$30.01	$30.46	$30.92	$31.38	$31.85	$32.33	$32.81	$33.30
36 Mo.	$33.50	$34.00	$34.51	$35.03	$35.56	$36.09	$36.63	$37.18
42 Mo.	$38.18	$38.75	$39.33	$39.92	$40.52	$41.13	$41.75	$42.38
48 Mo.	$44.01	$44.67	$45.34	$46.02	$46.71	$47.41	$48.12	$48.84
Job Classification (s): Equipment Technician, Sales and Service Technician I, Senior Communications Specialist								

WAGE SCHEDULE: C-8								
INTERVAL	2% Effective 5/25/25	1.5% Effective 11/23/25	1.5% Effective 5/24/26	1.5% Effective 11/22/26	1.5% Effective 5/23/27	1.5% Effective 11/21/27	1.5% Effective 5/21/28	1.5% Effective 11/19/28
START	$19.07	$19.36	$19.65	$19.94	$20.24	$20.54	$20.85	$21.16
6 Mo.	$20.62	$20.93	$21.24	$21.56	$21.88	$22.21	$22.54	$22.88
12 Mo.	$22.42	$22.76	$23.10	$23.45	$23.80	$24.16	$24.52	$24.89
18 Mo.	$24.43	$24.80	$25.17	$25.55	$25.93	$26.32	$26.71	$27.11
24 Mo.	$26.87	$27.27	$27.68	$28.10	$28.52	$28.95	$29.38	$29.82
30 Mo.	$29.63	$30.07	$30.52	$30.98	$31.44	$31.91	$32.39	$32.88
36 Mo.	$32.88	$33.37	$33.87	$34.38	$34.90	$35.42	$35.95	$36.49
42 Mo.	$37.00	$37.56	$38.12	$38.69	$39.27	$39.86	$40.46	$41.07
48 Mo.	$42.29	$42.92	$43.56	$44.21	$44.87	$45.54	$46.22	$46.91
Job Classification (s): Sales and Service Technician II								

Wage Schedule: C-5								
INTERVAL	2% Effective 5/25/25	1.5% Effective 11/23/25	1.5% Effective 5/24/26	1.5% Effective 11/22/26	1.5% Effective 5/23/27	1.5% Effective 11/21/27	1.5% Effective 5/21/28	1.5% Effective 11/19/28
START	16.69	16.94	17.19	17.45	17.71	17.98	18.25	18.52
6 Mo.	17.96	18.23	18.50	18.78	19.06	19.35	19.64	19.93
12 Mo.	19.38	19.67	19.97	20.27	20.57	20.88	21.19	21.51
18 Mo.	21.01	21.33	21.65	21.97	22.30	22.63	22.97	23.31
24 Mo.	22.98	23.32	23.67	24.03	24.39	24.76	25.13	25.51
30 Mo.	25.29	25.67	26.06	26.45	26.85	27.25	27.66	28.07
36 Mo.	27.90	28.32	28.74	29.17	29.61	30.05	30.50	30.96
42 Mo.	31.09	31.56	32.03	32.51	33.00	33.50	34.00	34.51
48 Mo.	34.74	35.26	35.79	36.33	36.87	37.42	37.98	38.55
Job Classification (s): Warehouse Attendant								

Wage Schedule: C-C

Start
6 Mo.
12 Mo.
18 Mo.
24 Mo.
30 Mo.
36 Mo.

Job Classification (s): Retail Sales Consultant, Language Assistance - Retail Sales Consultant

Application for Membership USA

OBLIGATION OF I.B.E.W.®

"I, the undersigned, in the presence of members of the International Brotherhood of Electrical Workers®, promise and agree to conform to and abide by the Constitution and laws of the I.B.E.W.® and its Local Unions. I will further the purposes for which the I.B.E.W.® is instituted. I will bear true allegiance to it and will not sacrifice its interest in any manner."

APPLICATION DATE (mm/dd/yyyy) ☐☐ / ☐☐ / ☐☐☐☐

TO BE SIGNED BY APPLICANT / PLEASE DO NOT PRINT

[PLEASE PRINT OR TYPE FULL NAME]

☐ MR ☐ MS ☐ MRS FIRST NAME M.I. ☐ JR ☐ III ☐ SR ☐ IV ☐ II ☐ V

LAST NAME

ADDRESS (STREET & NUMBER)

CITY STATE ZIP CODE+4 –

EMAIL ADDRESS

DATE OF BIRTH (mm/dd/yyyy) ☐☐ / ☐☐ / ☐☐☐☐

DATE OF HIRE (mm/dd/yyyy) ☐☐ / ☐☐ / ☐☐☐☐

SOCIAL SECURITY NO. ☐☐☐ - ☐☐ - ☐☐☐☐

TELEPHONE NO. (☐☐☐) ☐☐☐ - ☐☐☐☐

PRESENT EMPLOYER

CLASSIFICATION

INDUSTRY WHERE YOU ARE EMPLOYED
- ☐ RAILROAD
- ☐ GOVERNMENT
- ☐ INSIDE CONSTRUCTION & MAINTENANCE
- ☐ OUTSIDE CONSTRUCTION & MAINTENANCE
- ☐ UTILITY
- ☐ TELECOMMUNICATIONS
- ☐ BROADCASTING
- ☐ MANUFACTURING

HOW DID YOU BECOME AN I.B.E.W.® MEMBER? [SELECT ONE]
- ☐ I WAS ORGANIZED
- ☐ I WAS ORGANIZED AS AN APPRENTICE
- ☐ I WAS SELECTED FOR AN APPRENTICESHIP
- ☐ I AM A NEW HIRE
- ☐ OTHER

Gender*
- ☐ MALE
- ☐ FEMALE

REGISTERED VOTER?
- ☐ DEMOCRAT
- ☐ REPUBLICAN
- ☐ INDEPENDENT
- ☐ OTHER
- ☐ NOT REGISTERED

HAVE YOU EVER BEEN A MEMBER OF THE I.B.E.W.®?
☐ YES ☐ NO
IF SO, WHERE? LOCAL UNION ☐☐☐☐ STATE ☐☐

RACE*
- ☐ WHITE
- ☐ BLACK
- ☐ ASIAN
- ☐ OTHER
- ☐ HISPANIC ORIGIN
- ☐ AMERICAN INDIAN
- ☐ PACIFIC ISLANDER

* This identification is for statistical purposes only, will be kept confidential, and will not be used for any purpose that would violate Title VII of the Civil Rights Act of 1964, as amended.

THIS PORTION TO BE FILLED IN BY L.U. FINANCIAL SECRETARY

EMPLOYEE NUMBER (IF APPLICABLE)

INITIATION DATE (mm/dd/yyyy) ☐☐ / ☐☐ / ☐☐☐☐

TYPE OF MEMBERSHIP ☐ "A" ☐ "BA"

INITIATION FEE PAID $ ☐☐☐.☐☐

INITIATION FEE DUE $ ☐☐☐.☐☐

IO SHARE (1/2 TO $60) $ ☐☐☐.☐☐

CARD NUMBER

PAID $2.00 PENSION ADM. FEE? ☐ YES ☐ NO

☐☐ NUMBER OF PAYMENTS MADE WITH THIS APPLICATION

LOCAL UNION ☐☐☐☐

Form No. 107 06/05

EXHIBIT 4 – Union Dues Deduction Authorization

DUES DEDUCTION AUTHORIZATION

I hereby authorize and direct _____
_____to deduct from my pay an amount equal to the dues and initiation fees in the amounts fixed in accordance with the Bylaws of Local Union and the Constitution of the International Brotherhood of Electrical Workers and to pay same to said
Local Union in accordance with the terms of the bargaining agreement between the Employer and the Union.

This authorization is voluntarily made in order to pay my fair share of the Union's cost of representing me for the purposes of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union.

This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said agreement, whichever occurs sooner, without regard to whether I am a member of the Union during that period, and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and the Union within the ten (10) day period prior to the anniversary of this authorization. I under- stand that under current law the payments covered by this authorization are not deductible as char- itable contributions for federal income tax purposes.

Name (printed) ..... Signature .....

Date..... Dept.....

General Wage Increases

- **Provide the following wage treatment to the wage schedules for all populated job titles in each of the MIFA 3 CBAs:**

General Wage Increase Effective May 25, 2025	**2.0%**
General Wage Increase Effective November 23, 2025	**1.5%**
General Wage Increase Effective May 24, 2026	**1.5%**
General Wage Increase Effective November 22, 2026	**1.5%**
General Wage Increase Effective May 23, 2027	**1.5%**
General Wage Increase Effective November 21, 2027	**1.5%**
General Wage Increase Effective May 21, 2028	**1.5%**
General Wage Increase Effective November 19, 2028	**1.5%**

For the Company:

SIGNED

Joe Herrera
Sr. Director, Labor Relations

Dated: **May 15, 2025**

For the Union:

SIGNED

Richard Murray
Business Manager, IBEW Local 89

Dated: **May 15, 2025**