frontier
Welcome to the New Frontier

Frontier Communications of the Southwest Inc.

and

International Brotherhood of Electrical Workers
(Local Union 543)

MIFA # 3 Appendix 3

Blythe-Parker-Needles 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, the Company recognizes the Union as the exclusive representative of all employees in Blythe, CA, Needles, CA, and Parker, AZ 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.

1.2 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, it being understood and agreed that this provision shall include but not be restricted to the following enumeration of "Management Rights": The management of the Company's business and its operations, the direction of the workforce, including the right to hire, assign, suspend, transfer, promote, evaluate, discharge or discipline and to maintain discipline and efficiency of its employees and the right to relieve employees from duty because of lack of work or for other legitimate reasons; the right to determine the extent to which the plant shall be operated; the right to introduce new or improved production methods, processes or equipment, the right to decide the number and location of offices, the nature of equipment or machinery, the services to be rendered, the methods and processes of operation, the scheduling of production, the method of training employees, the designing and engineering of facilities, the right to contract, outsource and transfer work, and the control of materials and supplies; the right to eliminate, create, change, or consolidate jobs and operations; the right to hire temporary, part-time and occasional employees; the right to sell, lease or otherwise dispose of its buildings, production facilities and/or inventory; the right to determine its financial and business policies; the right to make and enforce reasonable work rules and regulations including but not limited to those pertaining to attendance, performance standards and measures, dress code, including business attire and uniform programs, on the job conduct and job performance, etc.; and the right to enact Company policies, rules and regulations and sales and incentive programs, all of which are vested exclusively in the Company, to the extent that they are not in direct conflict with the provisions of this Agreement.

2.2 It is understood and agreed that all the rights, powers or authority inherently possessed by the Company are retained by the Company, except those which are clearly and specifically relinquished in the Agreement.

Article 3. Company Policy

3.1 Except as expressly and specifically provided for elsewhere in this Agreement, all employees covered by this Agreement will be considered to be covered under Company Policy. All provisions of Company Policy applying to non-represented employees will apply in the same manner to the employees covered by this Agreement. No Company Policy will be revised or eliminated during the course of this Agreement unless it is revised or eliminated in the same manner for non-represented employees.

Article 4. Union Security

4.1 Under Federal labor laws, and obligations under this Agreement, the Union is required to represent all of the employees in the bargaining unit fairly and equally without regard to whether the employee is a member of the Union.

4.2 Arizona Employees

4.2.1 Membership in the Union is not compulsory. Employees in job classifications within the collective bargaining unit are free to accept or to decline membership in the Union.

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

4.3 California Employees

4.3.1 Employees presently covered by this Agreement and all employees hired or reinstated during the term of this Agreement shall be, or become, members of this Union as a condition of employment within thirty-one (31) days of the signing of this Agreement or the date of hire, whichever is the later or pay equivalent fees as a non-member.

4.4 In the event that any employee fails to acquire his/her membership in accordance with the provisions of this Section or pay equivalent fees as a non-member, the Union shall notify the Company in writing. Such written notice shall constitute a request to the Company to discharge said individual employee within forty-eight (48) hours (Saturdays, Sundays, days off and Holidays excluded). Such discharge would be for failure to maintain membership in the Union, as defined in the National Labor Relations Act, as amended.

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

Article 5. Deduction for Union Dues, Service Fees

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

5.2 IBEW Application for Membership card (marked Exhibit **2**) enclosed shall be made a part of this Article. Payroll deduction authorization cards in the form attached hereto (marked Exhibit **3**) shall be made a part of this Article.

5.3 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.

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

Article 6. No Lockout – No Strike Clause

6.1 The Union agrees that it will not call, encourage, authorize, ratify or engage in any strike, slowdown, sympathy strike, or other interference with or interruption of work, for any reason, during the term of this Agreement or any renewal term hereof. In the event of a labor conflict involving Frontier Communications of the Southwest Inc. or another employer, where the Company is notified of violence or threatening activity, an employee will not be required to cross an authorized picket line. The Company agrees not to lock out employees during the term of this Agreement.

6.2 Each employee agrees that he will not himself or with or for others engage in any violations of the prohibition of Section 6.1 above for any reason during the term of this Agreement. Any breach of this Article by any employee or group of employees shall be grounds for discipline up to and including discharge or such other lawful disciplinary action as the Company may elect to impose.

6.3 Should any strike, slowdown or work stoppage occur in violation of this Article, the Union shall act promptly to terminate such action and bring about an immediate return to normal operations.

Article 7. Bulletin Boards

7.1 The Union shall be permitted reasonable space on Company property for Union bulletin boards furnished by the Union. The location, number, size, and construction of such bulletin boards will be subject to the approval of the Company. The Union will post on bulletin boards announcements of Union meetings, nomination and elections of Union officers, information regarding bargaining, recreational and social activities, or such other matters that are not controversial, or derogatory to the Company, and so long as the postings are not otherwise deemed objectionable by the Company.

7.2 In the event any supervisor with responsibility for the location at which the matter is posted, or any higher ranking manager of the Company, complains to any official of the Union that the matter posted is objectionable, the Union will immediately remove such material. If the material is not immediately removed, the Company may remove it.

Article 8. Distribution of Agreement

8.1 The Company and the Union will jointly have copies of this Agreement and the attached wage schedules printed. 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 9. Seniority

9.1 Where the term seniority is used in this Agreement, it shall mean the length of time an employee has been continuously employed by the Company, including any bridged Accredited Service where there is an interruption of service.

9.2 The Company shall furnish the Union with a seniority list of the employees covered hereunder. These lists shall be updated at twelve (12) month intervals. The Company will provide a corrected list during periods of layoff when the new list would differ from the one previously furnished.

9.3 Shift assignments, subject to the needs of the service, shall be determined on the basis of Company seniority. PTO schedules, subject to the needs of the service, shall be determined on the basis of seniority.

Article 10. Employees

10.1 All new employees shall be considered probationary employees until completion of twelve (12) months of continuous service. Probationary employees may be terminated during this period at the discretion of Management.

Article 11. Assignment of Work

11.1 Where an employee is assigned to a higher wage classification on a temporary basis not to exceed six (6) months shall receive the higher rate of pay for the time worked.

11.2 With respect to the assignment of work, the controlling principle under this Agreement is that the Company may assign work in a manner that allows it to maximize its operational efficiency, to provide the best possible customer service at a highly competitive cost, and to consistently outperform its competitors in every facet of the business.

11.2.1 The provisions of this Agreement shall be construed and administered to

promote the principle and objectives stated above.

11.3 Assignments of shift start times and schedules shall normally be on a volunteer basis first in Company seniority order in the classification affected.

Article 12. Hours of Work and Work Time Schedules

12.1 Workdays and Work Assignments

12.1.1 The work week shall normally consist of forty (40) hours per week. Work schedules will either be eight (8) hours per day/five (5) days per week or ten (10) hours per day/four (4) days per week at the discretion of management. The Company shall make a good faith effort to provide employees with two (2) consecutive days off during the workweek, unless the needs of the business necessitate otherwise.

12.1.2 The work week shall run from Sunday through Saturday.

12.1.3 Normal shifts shall run between 5:30 a.m. and 9 p.m.

12.2 Work Schedules

12.2.1 The Company shall post or make the work schedule available to employees at least seven (7) calendar days before the starting date of the work schedule.

Article 13. Lunch Period

13.1 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.

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

13.3 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 14. Relief Break

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

14.1.1 These breaks will be limited to fifteen (15) minutes per session. As a relief break is considered to be a mid-session break, normally 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 15. 4/10 Work Schedule

15.1 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.

15.2 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.

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

15.4 Holidays

15.4.1 Whenever a legal holiday 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.

15.5 Personal Time Off (PTO)

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

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

Article 16. Overtime Hours

16.1 All hours worked in excess of forty (40) hours in a work week or eight (8) hours in a day or ten (10) hours in a day for those employees who are working a 4/10 schedule, will be paid at one and one-half (1½) times an employee's basic rate. It is understood there will be no pyramiding of overtime.

16.1.1 It is understood that time not worked (such as PTO, jury duty, and bereavement leave) will not count towards the forty (40) hour work week as outlined in Section 16.1. Holidays will be counted towards the forty (40) hour work week as outlined in Section 16.1.

- One (1) hour if the work is performed remotely from the employee's home
- Two (2) hours if work must be performed on-site.

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

16.2 It is understood that the company will not arbitrarily change an employee's normal days off to avoid paying overtime.

16.3 It is agreed that overtime will be worked in a safe manner while making reasonable attempts to utilize volunteerism, permit periodic requests for excused time off, and distribute overtime equally among qualified employees.

Article 17. Travel, Lodging, and Meals

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

17.2 Area Designations.

Permanent Headquarters	Reporting Locations Within Permanent Headquarters
Blythe, CA	Blythe Warehouse or CO
Parker, AZ	Parker, AZ CO
Needles, CA	Needles, CA CO

17.3 An employee who is assigned away from his/her regular headquarters on an overnight(s) trip shall be paid as follows:

17.3.1 On the first day of the assignment, the employee will be paid $20.00 for meals with the Company to furnish lodging and a reasonable mode of transportation or to reimburse mileage at the then prevailing IRS rate for an employee's use of his or her personal vehicle.

17.3.2 On the last day of the assignment, the employee will be paid $20.00 for meals.

17.3.3 All other days will be paid at $30.00 per day, which includes meals, tips, laundry, or any other approved personal costs, with lodging and transportation paid for by the Company using the Company procurement card.

Article 18. Personal Time Off (PTO)

18.1 Frontier recognizes the need for time off for personal reasons and grants time off from work within the PTO policy. Each employee is responsible for managing his/her PTO throughout the year and proactively communicating PTO requests to his/her manager.

18.2 Eligibility. PTO applies to all regular employees' working 20 or more hours per week.

18.2.1 Part-time employees scheduled to work less than 20 hours per week are not eligible for PTO days or holiday pay.

18.3 Use of PTO. PTO can be used for the following purposes:

- Vacation days/time off
- Religious holidays
- Court appearances
- Dr. appointments during work hours
- Emergencies
- Non-work related illness or accidents
- For the care of an immediate family member
- Other absences at the discretion of the employee's manager

18.4 Using PTO for Short Term Disability. Each employee is required to use PTO time for their first 5 days of Short Term Disability leave.

18.5 How PTO is Accrued. Each employee will accrue PTO days on a monthly basis, earning one-twelfth of his/her total allotment on the 16th of each month. Length of service is defined as time from each employee's date of hire.

Length of Service (As of date of hire)	Monthly Accrual	Annual Allocation
Less than 5 years	1.667 days	20 days or 160 hours
5 years but fewer than 10 years	1.833 days	22 days or 176 hours
10 years but fewer than 15 years	2.0 days	24 days or 192 hours
15 years but fewer than 20 years	2.167 days	26 days or 208 hours
20 years but fewer than 25 years	2.333 days	28 days or 224 hours
25 years or more	2.5 days	30 days or 240 hours

18.5.1 PTO for part-time employees is based on the percentage of full time hours worked by the employee. For example, a part time employee who works 20 hours per week would be eligible for 10 days or 80 hours of PTO.

18.5.2 For new hires, PTO is accrued on the 16th of the month following 90 days. For example if you are hired in March, your PTO accrual begins on June 16th. An employee accrues at 1.667 days for a total of 15 days the first year.

18.6 PTO Carryover. California employees may carry over all accrued but unused PTO days into the following year. However, an employee's accrued PTO days cannot exceed 100% of his/her annual allocation.

18.7 Accrual Cap.

18.7.1 Once a California employee accrues that maximum amount of PTO, he/she will not accrue additional PTO hours until hours are used and

accruals can resume.

18.7.2 Monthly accruals are added on the 16th day of each month. If an employee is at the maximum number of hours on the 16th of any month, they will not accrue hours for that month. If they are entitled to two days per month and they are one day below the max, they will accrue one day, bringing them to the maximum.

18.8 Termination of Employment. Employees who resign, retire or are terminated before the last day of the month, do not accrue PTO time for the month in which they terminate. All accrued PTO time not used shall be paid out

18.9 Responsibilities

18.9.1 Employee

- Submits the Paid Time Off (PTO) Request Form to his/her manager with advance request for approval (form available on the tab HR Policies, Procedures and Forms).

18.9.2 PTO Donation. The Company may allow employees to donate a portion of available and unused PTO, in eight (8) hour increments, to other bargaining unit employees who, because of catastrophic or hardship situations, are unable to be at work and no longer have available paid time off. An Employee wishing to donate their time will fill out a "Donation of PTO" form, specifying the amount of time donated and the name of the individual to whom the time will be donated.

Article 19. Holidays

19.1 The following days will be observed as holidays:

New Year's Day		Labor Day
Martin Luther King Day*	**OR**	**Day After Thanksgiving***
Memorial Day		Thanksgiving Day
Independence Day		Christmas Day Observance
Juneteenth*	**OR**	**Veterans Day***

*During the annual vacation selection process for an upcoming year, an employee may request either the day after Thanksgiving or Martin Luther King Day and may also choose between Juneteenth and Veterans Day.

19.1.1 If the holiday falls on a Saturday then the Friday before will be observed; if the holiday falls on a Sunday then the Monday after will be observed.

19.2 A regular full-time employee will be paid a holiday allowance of 8 hours pay at the employee's basic wage rate for each of the holidays, whether or not they perform work; subject to the same proviso, a part-time employee's holiday allowance will be prorated based on the number of hours the employee worked in the preceding

13 weeks, using a 40 hour work week

19.3 Employees will be excused from working a holiday based on the needs of the business.

19.4 It is understood that when an employee works a holiday, he shall receive eight (8) hours of holiday pay and he shall receive one and one-half times his normal rate of pay for all hours worked.

Article 20. Disability Benefits

20.1 Short-Term Disability. Employees are eligible for Short Term Disability (STD) coverage in accordance with the terms of the Frontier Communications STD policy which is in effect at the time the employee becomes eligible for STD coverage.

20.1.1 The Company requires the employee on STD to provide medical certification of the employee's inability to work due to illness or disability. The Company may also require medical certification that the employee may return to work following an absence due to illness or disability. Medical updates are required periodically during such a leave, and medical certification will be required, and may include an independent medical examination, paid for by the Company, at the Company's sole discretion.

20.1.2 Coverage under the STD policy begins on the sixth (6th) consecutive work day of an employee's absence due to illness or disability. The first five (5) consecutive working days of absence due to illness will be deducted from an employee's PTO allocation. If an individual does not have any PTO time available, these first five (5) days are unpaid. An employee who needs to take an individual day(s) for illness is to use PTO.

20.1.3 Beginning on the sixth (6th) consecutive working day, the employee will be covered by Frontier Communications STD policy and procedures. After the 5th business day:

- the 6th through 30th days are covered at 100%
- the 31st day through the 90th day are covered at 75%
- the 91st day through the 180th day are covered at 67%

20.2 Long-Term Disability (LTD). In recognition of the impact a prolonged disability can have on income security and as a valuable supplement to the short-term disability benefits currently provided by the Company and IBEW Local Union No. 543 agree to continue a Long-Term Disability (hereinafter referred to as LTD) Plan. All provisions of this plan are available in the summary plan description.

Article 21. Leave Time

21.1 **Military Leave.** Employees who are members of the National Guard, Air National Guard, U.S. Naval Reserve, Coast Guard Reserve, Marine Reserve, Air Force Reserve or Army Reserve may apply for and be paid the difference between their reserve pay and their base straight time pay for the annual two-week (10-day) training.

21.1.1 An employee who is scheduled for such two-week training shall notify his or her supervisor as soon as possible of training and no later than 30 calendar days before the departure date for training. Employees must provide an official copy of the military orders indicating the dates of training.

21.1.2 An employee must complete an Application for Military Leave, which is available from the Human Resources Manager.

21.1.3 To be paid the difference between base straight-time pay and military pay, an employee must complete and have an officer of his or her unit certify the employee's attendance, completion of training and pay received (excluding per diem and/or other reimbursed expenses).

21.2 Death in Family Leave. An employee who is absent due to a death in the immediate family will be excused without loss of pay for a reasonable period of time (as determined by their supervisor), based on need and circumstances, usually one to three days. Paid time off may be requested in the instance of a death of someone outside of an employee's immediate family and will be permitted at the Company's discretion. Immediate family shall be defined as the employee's spouse, parents, mother-in-law, father-in-law, grandparents, son or daughter, brother or sister, grandchildren, sisters-in-law, brothers-in-law or domestic partners.

21.3 Family & Medical Leave Act. Any time taken off by an employee as leave time that also qualifies as leave time under the Family and Medical Leave Act of 1993, or under any similar state or local law, shall also be counted as and taken as Paid Time Off (PTO) so long as an employee has any remaining PTO (accrued and unaccrued, but available), and such time shall also run concurrently with any other approved leave.

21.4 Jury Duty. 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.

21.4.1 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.

21.4.2 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.

21.4.3 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 **21.4** above.

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

Article 22. Leave of Absence for Personal / Medical Reasons

22.1 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.

22.2 Employees who are on approved short term disability (STD) absences shall have return rights to their original position or a position in which they qualify when their STD benefit has ended.

Article 23. Leave of Absence for Union Business

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

23.2 Elected Union officials who take full-time leaves of absence to serve their local Union under this provision shall have a right to reemployment, and he shall continue to accrue accredited service, provided that said employee can perform the duties with a reasonable amount of training for new technology

23.3 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.

Article 24. Inclement Weather

24.1 When employees are unable to perform their work because of inclement weather they will be paid in accordance with the following:
24.1.1 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.

24.1.2 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.

24.1.3 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.

Article 25. Employee Training

25.1 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 26. Promotions

26.1 For promotions to positions within the bargaining unit, the Company may at its sole and unreviewable discretion, hire a new employee, consider and select among existing employees, or both. The Company affirms, however, that its general goal is to make promotions from within its existing workforce. Job openings will be posted electronically.

26.2 When considering only existing employees for promotions, the Company will determine the qualifications for the job, consider pertinent factors and select the employee who is the best qualified in the judgment of the Company. Where employees' qualifications are essentially the same, seniority shall prevail.

Article 27. Layoffs

27.1 The Company has the right to reduce its workforce through layoffs or voluntary separation incentive programs. All aspects of any voluntary separation incentive program will be determined and implemented at the Company's sole and unreviewable discretion.

27.1.1 Before commencing a layoff of employees, the Company will give the Union Business Manager at least 30 calendar days' advance notice, which notice will identify the expected number of employees to be laid-off and the projected timetable for implementing the layoff. The Union Business Manager agrees to keep this information completely confidential until the Company approves it dissemination. During that 30 day period, the Company will discuss the situation with the Union Business Manager. These discussions are intended to provide a better understanding of the need to relocate and/or reduce the workforce and address any unique circumstances. The Company will consider in good faith any input offered by the Union regarding the situation. Thereafter, the layoffs shall be governed solely by the terms of this Article and the Company's actions to implement those terms. There shall be no requirement for the Company to further discuss or bargain over the decision in question or its effects.

27.2 Layoffs. Within each job classification affected by the layoff, employees will be laid off in inverse seniority order, provided that any senior employee who is excluded

from layoff by virtue of his or her seniority must, in the Company's judgment, be fully qualified, without additional training, to perform all of the duties he or she is expected to perform or assume in an available position immediately following the layoff. If, in the Company's judgment, the senior employee does not have those requisite qualifications, then that employee may be laid off and the most senior junior employee with the requisite qualifications may be retained and placed in the available position. The retained junior employee will then be exempt from being laid off during the impending layoff. The Company will notify the Union of the junior employee retained and exempted from layoff pursuant to the terms expressed above.

27.3 Right of Recall. A list of laid off employees shall be maintained, by seniority date and job classification in which the employee was assigned at the time of layoff. A laid-off employee shall have a conditional right of recall to a vacancy in the job classification from which the employee was laid off for the 12 month period following the effective date of his or her layoff. Laid-off employees are responsible for keeping the Company apprised of their current home addresses (no P.O. boxes) and telephone numbers.

27.3.1 In the event an opening arises in a job classification in which an employee has the right of recall, before the Company fills the position with a new hire or a promotion, the Company will offer the position in seniority order to the laid-off employee if, in the judgment of the Company, he or she is then fully qualified without additional training to perform all of the duties of the open position. The offer will be sent by overnight delivery to the employee's most recent address of record. The employee must accept the offer in writing within 10 calendar days of delivery, and report for work as soon thereafter as instructed to. If an employee fails to respond to the offer without good cause, or declines the offer, his or her right of recall shall be forfeited.

27.3.2 A recalled employee who accepts a recall offer and is reemployed will receive seniority credit for the period of the layoff. A recalled employee will receive the same basic rate of pay that he or she was receiving at the time of his or her lay-off. As a condition to reemployment, the employee must tender back the prorated portion of any termination pay he or she received that is derived by dividing the number of weeks remaining in the recall period at the time the employee is to be reemployed by 52, and by then multiplying that fraction times the termination pay received to determine the amount of money that must be tendered back.

27.3.3 In the event the Company acquires employees from another company or companies in connection with either the purchase of the physical properties of such other company (ies) or of the consolidation or merger of such other company (ies) with the Company, the placement of such employees on the Company's payroll shall take precedence over any rights of recall.

27.4 Layoff Allowance. A laid off employee will receive termination pay based on years of service in accordance with the following schedule:

Years of Service	Base Pay Severance Amount
1	5 weeks
2	6 weeks
3	7 weeks
4	8 weeks
5	9 weeks
6	10 weeks
7	11 weeks
8	12 weeks
9	13 weeks
10	14 weeks
11	15 weeks
12	16 weeks
13	17 weeks
14	18 weeks
15	19 weeks
16	20 weeks
17	21 weeks
18	22 weeks
19	23 weeks
20	24 weeks
21	25 weeks
22 or more	26 weeks

Article 28. Discharges and Suspensions

28.1 Employees covered by the Agreement shall not be wrongfully suspended or discharged. It is agreed that any verbal, written disciplinary memorandum or any suspension less than **five (5)** working days cannot be arbitrated. Discharges or suspensions in excess of **five (5)** working days may be arbitrated in cases where the Union claims the Company acted in an arbitrary and capricious manner.

28.2 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 29. Working Safety Committee

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

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

29.3 Every employee is urged and expected to make recommendations in writing at the

time a work deficiency or unsafe condition is discovered. This recommendation shall be made to the Committee chairpersons and the appropriate supervisor immediately for action.

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

29.5 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 30. Tools, Equipment, and Gloves

30.1 The Company will provide employees with the tools and equipment needed to complete the work they are assigned or expected to perform. Such items will remain the property of the Company.

30.2 The Company will inspect and approve or disapprove of all tools and equipment used by employees.

30.3 Lost items or items condemned by the Company which show damage caused by unnecessary abuse shall be replaced at the employee's expense. Such replaced tools or equipment shall meet approved standards.

30.3.1 It is agreed that no employee shall be required to replace tools or equipment that is stolen from a secured vehicle or facility.

Article 31. Uniforms, Safety Glasses, and Safety Boots

31.1 Uniforms. Employees will be responsible for ordinary care and safekeeping of uniforms provided by the Company through the Business Attire program, as outlined in MIFA # 3 Article 4, "Business Attire". Where all or part of a uniform is lost or damaged due to an employee's carelessness, the employee will be responsible for the cost of replacement. The Company will pay employees $5.00 per work week for the laundering of the uniforms. The Company may, at its option, assume responsibility for having uniforms laundered; in which case no laundry allowance will be paid.

31.2 Safety Glasses. Employees who are required to wear prescription safety glasses will be reimbursed for the expense actually incurred to purchase one pair of Company-approved safety glasses once every two years. Reimbursement will require a receipt from the employee and will not exceed the actual and reasonable cost for a pair of these glasses.

31.3 Safety Boots. The Company will reimburse employees in classifications required to wear special safety footwear for up to $175.00 for the purchase of approved new or rebuilt safety footwear once every 24 months. The boots must be on a Company-approved list of safety footwear or have been approved in advance by

the Company, and must be from a Company-approved vendor. Reimbursement will require a receipt from the employee. With supervisory approval a company credit card may be used for the purchase.

Article 32. Compensation

32.1 The Company may employ people at starting wage rates it determines are commensurate with their previous training, employment and experience. For the first sixty (60) months of an employee's service with the Company, the employee will receive annual wage progression increases in accordance with the wage tables All employees who have not reached sixty (60) months of service will continue to fall under Exhibit "A" above, with the understanding there will be no reduction in their current hourly wage rate.

32.2 All employees who have not reached sixty (60) months of service will continue to fall under Exhibit "A" below, with the understanding there will be no reduction in their current hourly wage rate.

Exhibit A:

Sales and Service Technician I								
Service Time	**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	**Company Discretion**	**Company Discretion**	**Company Discretion**	**Company Discretion**	**Company Discretion**	**Company Discretion**	**Company Discretion**	**Company Discretion**
12 Mo.	**$20.72**	**$21.03**	**$21.35**	**$21.67**	**$22.00**	**$22.33**	**$22.66**	**$23.00**
24 Mo.	**$25.58**	**$25.96**	**$26.35**	**$26.75**	**$27.15**	**$27.56**	**$27.97**	**$28.39**
36 Mo.	**$29.24**	**$29.68**	**$30.13**	**$30.58**	**$31.04**	**$31.51**	**$31.98**	**$32.46**
48 Mo.	**$32.91**	**$33.40**	**$33.90**	**$34.41**	**$34.93**	**$35.45**	**$35.98**	**$36.52**
60 Mo.	**$38.97**	**$39.55**	**$40.14**	**$40.74**	**$41.35**	**$41.97**	**$42.60**	**$43.24**

Equipment Technician & BSS Tech								
Service Time	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	Company Discretion	Company Discretion	Company Discretion	Company Discretion	Company Discretion	Company Discretion	Company Discretion	Company Discretion
12 Mo.	$20.72	$21.03	$21.35	$21.67	$22.00	$22.33	$22.66	$23.00
24 Mo.	$25.58	$25.96	$26.35	$26.75	$27.15	$27.56	$27.97	$28.39
36 Mo.	$29.68	$30.13	$30.58	$31.04	$31.51	$31.98	$32.46	$32.95
48 Mo.	$32.91	$33.40	$33.90	$34.41	$34.93	$35.45	$35.98	$36.52
60 Mo.	$40.05	$40.65	$41.26	$41.88	$42.51	$43.15	$43.80	$44.46

Fiber Network Field Technician								
Service Time	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	Company Discretion	Company Discretion	Company Discretion	Company Discretion	Company Discretion	Company Discretion	Company Discretion	Company Discretion
12 Mo.	$20.72	$21.03	$21.35	$21.67	$22.00	$22.33	$22.66	$23.00
24 Mo.	$25.58	$25.96	$26.35	$26.75	$27.15	$27.56	$27.97	$28.39
36 Mo.	$29.68	$30.13	$30.58	$31.04	$31.51	$31.98	$32.46	$32.95
48 Mo.	$32.91	$33.40	$33.90	$34.41	$34.93	$35.45	$35.98	$36.52
60 Mo.	$42.77	$43.41	$44.06	$44.72	$45.39	$46.07	$46.76	$47.46

Article 33. Differentials

33.1 Working Foreman. In the event an employee is selected by the Company to be a Working Foreman, (to be in charge of 2 or more employees not including the selected employee) or an employee is selected to perform other supervisory/managerial responsibilities for a period of 2 hours or more, such employee shall receive $1.00/hour differential for all hours assigned such responsibilities.

33.1.1 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.

33.2 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 PTO;
- 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.

33.2.1 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.

33.3 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 $1.75 /hr for each hour of standby. Such pay shall be in addition to any call-out time.

33.3.1 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.

33.3.2 Employees assigned to standby normally will be assigned a Company vehicle in order to respond to call-out from their home. In the event that a vehicle is not assigned, the Company will pay the established IRS mileage rate for all miles driven in the employee's personal vehicle to respond to an emergency call out. Mileage will be paid traveling in excess of (30) thirty miles to a company premise to retrieve a vehicle.

Exhibit 1 – Job Classifications

The job classifications covered under this Agreement are as follows:

- 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).
- Building Service Specialist (BSS)
- Fiber Network Field Technician (FNFT)

Exhibit 2 – IBEW Application for Membership Card

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 ☐ HISPANIC ORIGIN
- ☐ BLACK ☐ AMERICAN INDIAN
- ☐ ASIAN ☐ PACIFIC ISLANDER
- ☐ OTHER

* 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

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Exhibit 3 – 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 understand that under current law the payments covered by this authorization are not deductible as charitable contributions for federal income tax purposes.

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

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

Exhibit 4 – Wages

- **Provide the following wage treatment to the wage schedules for all populated job titles in each of the MIFA 3 CBAs – see also note below for CBA 0:**

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 employees covered by CBA 0, the above General Wage Increases will also be applied to their existing basic wage rates

NAME	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
Garrett, R.	$42.77	$43.41	$44.06	$44.72	$45.39	$46.07	$46.76	$47.46
Moore	$42.77	$43.41	$44.06	$44.72	$45.39	$46.07	$46.76	$47.46
Rios	$42.77	$43.41	$44.06	$44.72	$45.39	$46.07	$46.76	$47.46
Rees	$42.77	$43.41	$44.06	$44.72	$45.39	$46.07	$46.76	$47.46
Steinbeck	$43.96	$44.62	$45.29	$45.97	$46.66	$47.36	$48.07	$48.79
Lloyd	$42.77	$43.41	$44.06	$44.72	$45.39	$46.07	$46.76	$47.46
Pearson	$43.96	$44.62	$45.29	$45.97	$46.66	$47.36	$48.07	$48.79
Wolfe	$42.77	$43.41	$44.06	$44.72	$45.39	$46.07	$46.76	$47.46

For the Company:

Joe Herrera
Sr. Director, Labor Relations

Dated:

For the Union:

Richard Murray
Business Manager, IBEW 89

Dated:

[NOTE: THIS WAGE SCHEDULE NOT TO BE PRINTED IN CBA]