

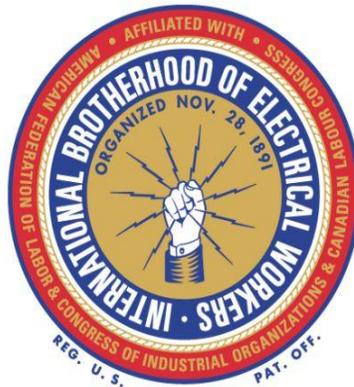
COLLECTIVE BARGAINING AGREEMENT

Between



Frontier Communications Inc.

And



International Brotherhood of Electrical Workers

I.B.E.W LOCAL UNION 543

Effective

September 12, 2010 through May 25, 2013

AGREEMENT
RECOGNITION AND DURATION

This AGREEMENT, entered into this 12th day of September 2010 by and between FRONTIER COMMUNICATIONS INC, hereinafter referred to as the "Company," and LOCAL UNION NO. 543 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, affiliated with the AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH:

RECOGNITION

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.

The Company recognizes the Union as the exclusive representative of all employees working in the classifications covered by this Agreement for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment.

DURATION OF AGREEMENT

This Agreement and the provisions hereof shall remain in full force and be binding from 12:01 a.m., September 12, 2010 until 12:00 midnight, May 25, 2013 and from year to year thereafter unless either party notifies the other party, not less than sixty (60) calendar days prior to the anniversary date of this Agreement or of an extension thereof, of its desire to terminate or amend the same. If an amendment is desired, the substance thereof shall be contained in such notice.

In the event notice of desire to amend is given, the parties hereto agree to hold joint conferences beginning not less than 45 calendar days prior to the anniversary date for the purpose of negotiating amendments with regard to wages, hours, working conditions and other matters of collective bargaining.

The parties hereto agree that during such conference, there shall be no cessation or stoppage of work, service, or employment on the part of or at the instance of either party; provided however, that in the event the negotiations are deadlocked after the anniversary date of the Agreement, there shall be a 7-day period during which time the Company and the Union shall endeavor to find means to peacefully settle their differences and thereafter both parties shall be released from their obligations as set forth in Article 2, Sections 2.1 and 2.2; and further provided that any cessation or stoppage of work, service or employment after said 7-day period shall automatically terminate this Agreement.

Any notice required or permitted under the terms of this Agreement shall be effective when directed to the Director of Labor Relations, 3 High Ridge Park Stamford, CT. 06905 or to the Union addressed Local Union No. 543, IBEW, 16519 Victor Street, Suite 304, Victorville, California 92395 attention Business Manager, as the case may be, and deposited postage prepaid and certified in the United States mail. Either party may, by notice given as aforesaid, change its notice address for further notices hereunder. The effective date of any such notice shall be the date of receipt thereof.

**ARTICLE 1
MANAGEMENT RIGHTS**

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. 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.

3. Whenever the Company determines it appropriate to create a new job title(s) or job classifications(s) in the bargaining unit the Company will notify the Union in writing at least thirty (30) calendar days prior to implementing such new job title(s) or job classification(s) and applicable wage schedule(s).

3.1 Following notification, but not later than thirty (30) calendar days from the date of such implementation, the Union may initiate negotiations concerning the new job title(s) or job classification(s) and associated wage rate(s).

3.2 In the event the Company and Union are unable to reach agreement through negotiations as set forth in Subsection 3.1 of this Article, the Union may within thirty (30) calendar days following conclusion of such negotiations request arbitration in accordance with the provisions set forth in Article 13 (thirteen) of the Labor Agreement, except that the selection of an arbitrator will be accomplished by alternately striking names from a list of three (3) individuals agreed upon by the Company and Union. Such individuals shall possess acknowledged expertise in the area of job evaluation.

**ARTICLE 2
NONDISCRIMINATION CLAUSE**

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.

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.
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 3
NO LOCKOUT - NO STRIKE CLAUSE**

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.
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 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 Section2.

**ARTICLE 4
DISTRIBUTION OF AGREEMENT**

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 5
BENEFIT COMMITTEE**

1. The Company and the Union will mutually select one person who will be appointed as a representative of the Union to membership on the Benefit Committee as that Committee is provided for in the Plan for Employees' Pensions.

The term for the Union representative of the Benefit Committee will be for three (3) years unless ended by termination of status as a wage-earner or unless relieved by the Board of Directors of the Company at the request of the Union. During the life of this Agreement no change will be made in the benefits as provided for in the Plan for Employees' Pensions without its having been bargained between the parties hereto insofar as the plan affects employees who are covered by this Agreement.

ARTICLE 6 DEFINITIONS

1. Basic Rates, Wages, Pay – The hourly rates of pay exclusive of all differentials, premiums, or other extra payments.
2. Calendar Week – A consecutive period of seven (7) days, the first day of which is Sunday.
3. Credited Service – is the aggregate of years, months and days of active employment recognized by the Company subject to the provisions of this contract.
4. Emergency Call-Out – When an employee is called out for emergency work that needs immediate attention and is not foreseeable.
5. Employee – as used in this Agreement refers to any employee, male or female.
6. Normal Workweek – will consist of forty (40) hours of work or five (5) full tours during the calendar week beginning with Sunday.
7. Occasional Employee – is 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.
8. On-Call – Employees who hold themselves subject to call by Management during specific off duty hours will be on-call.
9. Regular Employee – is an employee who has completed the six (6) months probationary period and has been accepted by the Company for continued employment.
- 10 Regular Part-Time Employee – is an employee who has completed the equivalent hours of six (6) months probationary period and whose normal assignment of work is less than the normal basic workweek, or equivalent thereof.
11. Session – shall mean either portion of a shift or tour that is not interrupted by a break for lunch or termination of a workday.
12. Shift or Tour – shall mean 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.
13. Temporary Employee – is a person who is employed for a continuous work period, not to exceed six (6) months, when additional work of any nature requires a temporarily augmented force, or when replacements are required for regular employees who are absent.
14. Wage Earning Employees – shall mean all persons on the Company's payroll whose remuneration is expressed in the form of hourly wages.

15. Work Group – means 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.

16. Normal Work Location – means 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.

17. Temporary Part-Time Employee – is a person who is employed for a continuous work period not to exceed six (6) months and the normal assignment of work is less than the normal basic workweek.

18. Bargaining unit seniority – total countable time within the jurisdiction of Local 543, IBEW as an employee covered under this agreement.

19. Temporary Assignment – Any assignment outside of an employees' Permanent Headquarters (as defined in Article 25, section 2) which is for a period of six (6) months or less.

20 Project Assignment – Any assignment outside of an employees' Permanent Headquarters (as defined in Article 25, section 2) which is expected to exceed six (6) months, but last no longer than eighteen (18) months.

21. Higher Wage-Paying Classification – shall mean a classification in which the top wage step is a higher wage than the top wage step of another classification.

22. Employee, Term – One 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 as defined in Article 15, Section 3, accumulates net credited 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 for the provisions outlined in Articles 8 and 9. Term employees will be used for work requirements that are expected to last no longer than six (6) to thirty-six (36) months.

ARTICLE 7 CONTRACTING OF WORK

1. In case the Company should contract any work which the Company is normally prepared to undertake with its regular forces, the Company shall, before awarding such contracts, advise the contractor that the work is to be done at wage rates no lower than those currently and lawfully being received by members of this bargaining unit. The Company may enter into such contracts as long as it is not coincident with or will not result in any layoff of employees who could perform the contracted work.

ARTICLE 8 FORCE REALIGNMENTS

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 9 will precede the force realignment:

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.

1.1.1 For the purposes of this section, Geographic 1 area will be identified as follows:
Gardnerville
Stateline
Topaz Lake
Coleville
Yerington

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

Gardnerville
Stateline
Topaz Lake
Coleville
Yerington

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

Step 1 Employees will be offered identical classifications in order of seniority within their geographic locations as outlined in Section 1.2. If an employee chooses, he may waive acceptance of a job at this step and proceed to Step 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.

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.

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.

- 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 net credited service up to and including ten (10) years and two (2) weeks pay at the basic wage rate for each full year of net credited service in excess of ten (10) years to a maximum of twenty-six (26) weeks pay in total.
 - 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 1.4 above.
 - 1.5 If there is no request for transfer based on illness as outlined in Article 34, Section 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.
 - 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.
2. It is agreed that the provisions of this Article 8 will not apply to any normal readjustments of forces within the Company which may be made under Article 1 or Article 34.
 3. Employees who are force realigned two (2) or more wage schedules lower will have their wage rates adjusted as follows:

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.

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 9
LAYOFFS**

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:
 - 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.
 - 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.
 - 1.3 The provisions of this Section shall be administered on a Company-wide basis within this bargaining unit.
 - 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 9, Section 2, as well as rehire provisions of Section 6. At the discretion of the Company, it may retain volunteers based upon their job knowledge and skills.

2. Regular employees hired prior to September 12, 2010 who are laid off due to lack of work shall be paid a layoff allowance determined as to amount by their net credited service and basic weekly wage rate at the time of leaving the service, in accordance with the following table:

Number of Weeks Years of Net Credited Service	Number of Weeks 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

Regular employees hired after September 11, 2010 will receive:

Less than 6 months	None
6 months but less than 1 year	1 weeks pay
1 year but less than 2 years	2 weeks pay
2 years but less than 3 years	3 weeks pay
3 years but less than 4 years	4 weeks pay
4 years but less than 5 years	5 weeks pay
5 years but less than 6 years	6 weeks pay
6 years but less than 7 years	7 weeks pay
7 years but less than 8 years	8 weeks pay
8 years but less than 9 years	10 weeks pay
9 years but less than 10 years	12 weeks pay
10 years but less than 11 years	14 weeks pay
11 years but less than 12 years	16 weeks pay
12 years but less than 13 years	18 weeks pay
13 years but less than 14 years	20 weeks pay
14 years but less than 15 years	22 weeks pay
15 years but less than 16 years	24 weeks pay
16 years but less than 17 years	26 weeks pay
17 years but less than 18 years	28 weeks pay
18 years but less than 19 years	30 weeks pay
19 years and all subsequent years	32 weeks pay

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

6. In rehiring former regular employees laid off under the provisions of Section 1 above, the Company shall offer reemployment in the order of net credited 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 net credited service is in excess of five (5) years.

When the Company elects to rehire former employees laid off under the provisions of Article 9, Section 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 net credited 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:

- 6.1 Such former employee must meet the requirements of the available job, as determined by the Company.
- 6.2 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.
- 6.3 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.
- 6.4 Seniority for such former employees shall be bridged upon reemployment and will not be adjusted for the period of his layoff.
7. Nothing in Section 6 above shall limit the temporary employment of former employees in the event of an emergency or to meet peak load situations.

ARTICLE 10 DISCHARGES AND SUSPENSIONS

1. Employees covered by the Agreement shall not be suspended or discharged except for just cause, except as outlined in Article 15, Section 3.

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 11 BARGAINING AND GRIEVANCE MEETINGS

1. Collective bargaining meetings shall be attended by not more than six (6) representatives of the Union and not more than an equal number of Management representatives. Such meetings shall be held at the request of either party and the subject matters to be taken up in such meetings by either party shall be outlined in a written notice given to the other party at least fourteen (14) days prior to such meeting; provided, however, that said fourteen (14) days written notice may be waived by mutual consent of the parties. Insofar as the negotiation of grievances is concerned, the Union shall have not more than two (2) employee representatives and Management shall have not more than two (2) representatives at Step 1. Both parties shall have the right to such technical assistance as they deem necessary to advise them during the negotiation of any specific grievance. In the event that any initial meeting, which has been arranged for in accordance with the foregoing, does not reach a satisfactory conclusion, by mutual consent, future meetings shall be scheduled immediately and without further written notice. The grievance representatives of the Union and Management shall meet together as required by the grievance procedure outlined in Article 12.
2. Representatives of the Union covered by this contract may attend grievance conferences with representatives of Management in accordance with the following provisions of this section without loss of pay at straight time subject to the following conditions:
 - 2.1 Pay shall be allowed only if such meetings are held during such employee's scheduled working hours and only if such employees would have worked had they not attended such meetings.
 - 2.2 The time paid for shall be limited to actual meeting time plus necessary time, if any, spent during scheduled working hours in traveling between the employee's work location and the grievance conference.
 - 2.3 Pay shall be allowed for grievance meetings for not more than two (2) employees at the first level.
 - 2.4 Such time paid for in accordance with the above shall be considered as time worked.
 - 2.5 No deductions from credited service will be made for representatives of the Union covered by this contract for attendance at collective bargaining meetings.
3. The Company will pay for two (2) Company employees of the Union Negotiating Committee during actual contract negotiations for up to four (4) weeks.
 4. The Union agrees to notify the Company's Director-Human Resources of the stewards on the property of the Company. Any steward, or grievance committeeman in lieu of such steward, shall upon request and approval by the Company be given sufficient time off with pay at his regular

rate to process grievances. No employee shall serve as a steward and/or a grievance committeeman while on leave of absence.

5. If a management employee is available, the Company agrees that upon notifying management of his intentions the steward or grievance committeeman shall not be hindered, coerced, restrained or interfered with in the performance of his duties of investigation, presentation and adjustment of grievances or disputes as provided in the grievance procedure, which duties may be performed during the steward's or grievance committeeman's working hours. It is understood and agreed by the parties hereto that each will cooperate with the other in reducing to a minimum the actual time spent by the stewards or grievance committeemen in investigating, presenting and adjusting grievances or disputes. The Union will not promulgate nor administer Union business on Company time (excluding rest periods) except by reason of investigation, presenting or adjusting grievances and disputes.

6. An International Representative, Business Manager or Business Manager's representative of the Union may have access to the Company's properties during regular working hours when it is necessary to investigate a grievance or a claimed violation of a provision of this Agreement, or following a meeting of the Company and Union to investigate a proposed modification of the Agreement or its application; provided however, that he first notify the General Manager in advance of his intended presence and proposed business. It is understood that the Union representative will hold to a minimum any interference with employees in the performance of their work.

ARTICLE 12 GRIEVANCE PROCEDURE

1. The term "grievance" as used in this contract shall mean any grievance made either by an individual employee or group of employees contending that he or they are being prejudiced as a result of misinterpretation or misapplication of any of the terms of this contract or wage schedules from time to time in effect. The above definition shall be grievances subject to arbitration provided the procedures as set forth within this Article are followed.

2. Nothing shall prevent the presentation of grievances not falling within the above said definition except grievances of this nature shall not be subject to arbitration.

3. Grievances of any employee or group of employees shall receive fair, just and speedy consideration and shall be handled without prejudice.

4. A grievance that is to be recognized by either the Company or the Union must be presented within thirty (30) days after the alleged violation occurs except as provided under Article 10, Section 2.

5. Prior to the first step meeting, an informal resolution meeting between the supervisor and a Union representative will take place for all issues except suspensions and terminations. The employee may attend this meeting at the Union's request. Pay shall be allowed for the Union representative and the employee, if present. If the issue is not resolved and the Union chooses to proceed further, grievances shall be presented and processed only in the following manner, except as outlined in Article 27, Section 3.

5.1 Step 1

- A. The grievance shall be presented in writing, on the appropriate Grievance Report form, to the aggrieved employee's immediate supervisor.
- B. The form shall be prepared and submitted in duplicate. The supervisor will assign a grievance report number, and return one (1) copy to the Union by 5:00 p.m. of the next normal workday.
- C. The grievance shall contain a statement of facts in sufficient detail to set forth the nature of the grievance, date or dates involved, times, occurrences, circumstances, and a reference to the applicable Contract Article and Section or Company practice.
- D. The Company and the Union agree to meet within ten (10) working days after the return of the grievance form to the Union to explore solutions to the problems.
- E. The Company will be represented by first and second level management. Second level managers that are located outside of the area can exercise their right to attend the meeting via phone or video conference. The Union will provide a committee of local Union representatives, including the grievant if desired. The first step grievance meeting shall be attended by not more than three (3) representatives by either party, as noted in Article 11, Section 1, unless mutually agreed to when the Step 1 meeting is scheduled. Pay shall be allowed for not more than two (2) employees including the grievant.
- F. All issues resolved prior to Step 2 will not establish a precedent.

5.2 Step 2

In the event a grievance is not resolved at Step 1, the Local Business Manager, or his designated representative, or the grievant may within ten (10) days request a second level grievance meeting.

- 5.2.1 The parties will meet within fifteen (15) working days in a final effort to resolve the grievance.
- 5.2.2 The Company will be represented by the Labor Relations Manager or their designated representative. The Union will be represented by the Local Business Manager or their designated representative.
- 5.2.3 If this fails, the Union may proceed to arbitration under the terms of Article 13 of the agreement.

- 6. The parties involved in each step of the grievance procedure may, by mutual agreement, waive the time limits imposed in the specific step at which the grievance is being processed, or recess the grievance to obtain additional information. Any waiver agreed upon shall be either made in writing or confirmed in writing.
- 7. It is understood that every effort will be made by both parties to resolve the grievance in the meeting at the applicable Step. If unable to do so, the Company will give its answer in writing on the grievance form within three (3) days following the meeting.

8. If the employee, at his option, has the grievance presented by his local Union representatives, the Company shall not thereafter deal directly with the employee concerning the grievance, but shall deal only through appropriate Union representatives.
9. In the event that any individual employee, or any group of employees, choose(s) to present a grievance for themselves rather than through the Union, management representatives will advise the local Union representative in writing of the fact that such grievance is being presented, and will give such Union representatives opportunity to be present during the presentation of such grievance.
- 10 Representatives of the Union or of any local thereof may confer with representatives of Management during working hours without loss of pay, provided the conference has previously been agreed to by Management.
- 11 In the event any grievance involves a question of wage status, any wage adjustment which arises out of the final solution of the grievance shall be made retroactive to the date on which the grievance was first presented to the immediate supervisor of the employee or employees affected; provided, however, that if the proposed wage adjustment involves a question of judgment as to the application of appropriate wage in the case of a transfer from one occupation to another or where other circumstances make the determination of an appropriate wage a matter of judgment, retroactive adjustment shall not be for more than three (3) months prior to the initial presentation of the grievance under Section 5, Step 1, of this Article and provided further, that if the wage adjustment involved has resulted from the correction of a mechanical or clerical error, the adjustment shall be made retroactive to the time the error commenced.
- 12 In the event any grievance involves a question of reinstatement of a released or discharged employee and it is determined that said employee is to be reinstated, the amount of back pay which can be awarded shall be determined by the Union and the Management grievance representatives, subject to the limitation that back pay will not be awarded for a period starting more than four (4) days before the initial presentation under Section 5, Step 1, of this Article.
- 13 The time periods referred to in this Article exclude Saturdays, Sundays and holidays recognized in the Contract.

ARTICLE 13 ARBITRATION

1. In the event any grievance arising hereunder cannot be resolved through negotiations between the parties hereto under the procedures hereinabove set forth, the matter shall be submitted to arbitration by the Union to the Company and in accordance with the following procedures. The Union will notify the Company of its intention to arbitrate within a reasonable time, not to exceed forty-five (45) days following the date of the final meeting of the grievance procedure. Such notice to the Company may be made orally and confirmed in writing within seven (7) days.
2. As soon as possible but not later than ten (10) days after the Company receives a request, made pursuant to Section 1 above, the Union will initiate a request to proceed with the selection of an arbitrator in the manner as mutually agreed to by the parties. Failure to comply with the time frames agreed to in Sections 1 and 2 of this Article will result in the arbitration request being declared untimely.

The arbitrator shall be selected by alternate striking of names. The person whose name is not stricken from the panel shall be the arbitrator. The party who strikes the first name from the panel shall be determined by lot. The Company shall thereupon notify the arbitrator of his selection and seek his agreement to serve, and determine his available dates for hearing. The Company and the Union will then agree upon the date, time, and place of the hearing, and the Company shall so notify the arbitrator. If the arbitrator is not available or is unable to meet the contractual time limits, another arbitrator from the remaining members of the panel will be selected and notified in the same manner as described above.

3. Within thirty (30) days from the date of the arbitrator selection in Section 2 above, the arbitrator will hold a hearing on the question to be arbitrated, at which time each party to the Agreement may submit to him such evidence and/or arguments as it desires relative to the question being arbitrated. The arbitrator will receive and consider any evidence which is relevant to the dispute being arbitrated. At the request of either the Company or the Union, a stenographic transcript of hearings may be made, or written post hearing briefs may be filed, or both, except in cases which involve the discharge or suspension of employees. In discharge and suspension cases, the parties will argue orally such dispute before the arbitrator, and no written briefs will be presented. In any case where written post hearing briefs will be filed, such briefs will be submitted to the arbitrator with a copy to the other side within thirty (30) days from the conclusion of the hearings or the receipt of a transcript, whichever is later. Within thirty (30) days after the conclusion of such hearing, or when applicable after the submission of written briefs, whichever date is later, the arbitrator shall send his written award to each of the parties hereto.
4. In cases involving suspension or discharge, the arbitrator will render an immediate decision and will within fifteen (15) days after the receipt of the court reporter's transcripts, send his written award to each of the parties thereto.
5. The arbitrator shall have no authority to change, add to, or subtract from this Agreement, or to designate monetary award(s) beyond that to make the employee whole with respect to basic (lost) wages.
6. The time periods referred to in this Article exclude Saturdays, Sundays, and Holidays recognized in this contract.

ARTICLE 14 SENIORITY

1. Seniority, as used in this Article 14, shall mean the total elapsed time since the employee's date of last employment, plus any credited service which is bridged in accordance with Article 17 of this Agreement, or which is recognized in accordance with Section 3, Article 17, of this Agreement. Seniority, as used in this Article 14 for part-time employees, will include only that time for which they actually receive wages.
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 34 which will be integrated.
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.

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.
5. Seniority shall be determined on the basis of Company-wide seniority.
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.
 - 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.
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 14 in the event that such employee transfers to a job classification covered by this agreement.
8. An employee with recognized credited service previously obtained in another General System Company shall have his credited service bridged for seniority purposes upon employee's written request.

ARTICLE 15 EMPLOYEES

1. The Company will not employ temporary or occasional employees to avoid the employment of regular full-time employees.
2. The Company may employ and use part-time employees in order to meet service requirements.
3. All new employees shall be considered probationary employees until completion of six (6) months of continuous service. Probationary employees may be terminated during this period at the discretion of Management.
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 16
TEMPORARY ASSIGNMENTS

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.
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.
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.
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.
5. Nothing in this Agreement shall prevent the assignment of temporarily disabled employees to jobs which they can handle.
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 17
CREDITED SERVICE

1. The term "credited service" shall mean the aggregate of the years, months, and days of active employment with the Company, its predecessors or affiliates of the General System which will be recognized by the Company with respect to each employee.
2. Active employment for purposes of calculating credited service shall include:
 - 2.1 Time for which the employee actually receives wages.
 - 2.2 Workers' Compensation benefits.
 - 2.3 Sick Benefits.
 - 2.4 Military leave of absence as provided under Article.
 - 2.5 Union leave of absence approved under Article 43.

- 2.6 Approved absence excused time provided under Article 24, Section 5.
3. Credited service shall not include time for which the employee is laid off or is on leave of absence for personal reasons under Article 24 of this Agreement.
 4. An employee with prior credited service who has been absent from the Company's employ and who is reemployed shall have, by request of the employee, the accredited service formerly acquired bridged after being reemployed continuously for a period of six (6) months.
 - 4.1 Such credited service to be bridged shall include each period of prior active employment of six (6) months or more.
 5. If an employee is laid off due to force reduction pursuant to Section 1, Article 9, and he is reemployed as a result of an offer of reemployment made pursuant to said Section, he will be given full recognition, upon date of reemployment, for such credited service as existed with respect to him on the date of his layoff.
 7. Credited service is not recognized for employees while they are classified as temporary or occasional; however, credited service will include all active employment for such employees previously in temporary or occasional status when they become regular employees without interruption in their employment.

ARTICLE 18 REGULAR HOURS

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.
 - 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 24, Section 5.
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.
 - 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.
 - 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.
 - 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.

- 2.4 In a week in which payment is made under the classification “ABW” (bad weather) as provided in Article 20, 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.
3. Subject to such changes as the needs of the service require as determined by Management, work schedules shall be posted in advance and in general on a four (4) to eight (8) calendar week basis, one (1) week in advance. 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.
4. 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.
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.

ARTICLE 19 OVERTIME HOURS

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 overtime rates of pay (Article 18, Section 1) and normal workweek hours (Article 18, Section 2).

1. Overtime hours will include:
 - 1.1 Hours actually worked in excess of eight (8) in any one (1) day or in any one (1) shift.
 - 1.2 All hours worked as part of Sunday shifts whether regularly assigned or by reason of emergency.
 - 1.3 Hours actually worked between 9:00 p.m. and 1:00 a.m. the following day on Christmas Eve and New Year’s Eve by employees not otherwise entitled to overtime pay for those hours.
 - 1.4 Hours actually worked in excess of the normal workweek in any one (1) calendar week. (See Article 18.)
 - 1.4.1 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.
 - 1.4.2 Each overtime hour worked in excess of fifty-five (55) as defined above will be paid for on the basis of two (2) times the normal hourly rate of pay.
 - 1.4.3 Employees will not be required to take equivalent straight time off to compensate for overtime.

2. For the purpose of this article, an emergency call-out is defined as follows: 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:

2.1 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.

2.2 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.

2.3 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 2.1 above.

2.4 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.

2.5 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.

3. 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 overtime for such day. Scheduled days off may be changed on notice of at least twenty-four (24) hours, or employees may be called in to work on their scheduled days off without the payment of overtime, 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.

4. 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 overtime for the hours worked in their rescheduled shift 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 overtime, 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.

5. 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.

**ARTICLE 20
INCLEMENT WEATHER**

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

**ARTICLE 21
TIME ABSENT FOR ELECTIONS**

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 22
VACATIONS**

1. A regular employee will be entitled to vacation as follows:
 - A. Employees newly hired at any time during the year will be eligible for ten (10) normal workdays of vacation after January 1 following their date of employment and after completion of their probationary period.
 - B. Ten (10) normal workdays of vacation with pay after he has completed each successive twelve months of credited service until such employee has completed five (5) years of service.
 - C. Fifteen (15) normal workdays of vacation with pay after he has completed five (5) years of service.
 - D. Twenty (20) normal workdays of vacation with pay after he has completed fifteen (15) years of service.
 - E. Twenty-five (25) normal workdays of vacation with pay after he has completed twenty-five

(25) years of service. At least five (5) vacation days are to be taken during the months of January, February, March, April, November and December.

Beginning in the calendar year 2012, vacations must be taken by December 31 of the calendar year earned and cannot be carried over. Employees who have banked vacation as of September 12, 2010, are required to utilize all banked hours prior to December 31, 2012.

- 1.1 All current employees will have a vacation eligibility date of January 1. In the future, all newly hired employees will have a January 1 vacation accrual date effective the first January following their date of employment. Whenever there is any adjustment in credited service, the vacation accrual date will be changed to January 1 of the adjusted service year.
2. All current part-time employees will have a vacation eligibility date of January 1. In the future, all newly hired part-time employees will have a January 1 vacation accrual date effective the first January following their date of employment. Whenever there is any adjustment in credited service, the vacation accrual date will be changed to January 1 of the adjusted service year.
 - 2.1 Part-time employees' vacations will be based on hours worked within the previous calendar year.
3. Vacations will comprise consecutive days except that an employee who is entitled to more than one (1) normal workweek will be permitted to split his vacation into units of weeks subject to the demands of the service.
4. The selection of initial week-at-a-time 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 make their initial choice. The work group will be notified at least two (2) weeks prior to the circulation of the list. Employees may be required to make their selection within 15 minutes, if deemed necessary by management. This process should be completed by February 1st.

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.

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

Vacation selected after this initial process will be on a first-come first-served basis.

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

For additional details refer to the MOA entitled Vacation/Holiday Scheduling.

- 4.1 When an employee transfers to a new work group and vacations have been scheduled for the group, 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 the first selection, the supervisor will provide an alternate vacation schedule from which selection will be made.

5 This excused time cannot be scheduled prior to scheduling all eligible vacation and holiday time.

6. Day-at-a-time Vacation

6.1 Effective January 1, 1997, each employee is entitled to take ten (10) days of accrued vacation time in any one (1) calendar year in day or days-at-a-time increments. In the selection of vacations, week vacations shall have precedence over day-at-a-time vacations.

6.2 Whenever possible, day-at-a-time vacation should be chosen along with vacation weeks and should also be shown on Vacation Request Form. If an employee does not choose vacation days to be taken at a time when he chooses week vacation, he will give at least ten (10) working days notice to the supervisor of the day (or days) he desires to take as vacation days. Such time limit may be waived by supervisory approval.

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

6.4 If an employee has chosen a vacation day (or days) and later decides to cancel, he 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.

6.5 When a day that was originally chosen as a day-at-a-time vacation day is canceled in accordance with Section 6.4, the supervisor will notify his work group of the available day or days and make the days available to the senior employee(s) who request it.

ARTICLE 23 HOLIDAYS

1. Subject to the following provisions 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
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Seven (7) Personal Holidays *

2. Unless otherwise provided herein, a regular or temporary employee not working on a holiday will receive one (1) day's pay at his normal straight time rate, exclusive of shift or temporary or relief supervisory differentials, if he works his last unexcused scheduled session preceding the holiday and his first unexcused scheduled session following the holiday.

3. An employee may select any days within the calendar year except Sunday to observe the Seven (7) Personal Holidays. Personal Holidays can be taken in two (2) hour increments for a total of forty-eight (48) hours per year. The Holidays in this Section 3 are subject to the following selection procedures.

3.1 The employee will give at least thirty (30) days notice to his supervisor of the day or days on which he intends to observe the holiday. Such time limit may be waived by supervisory approval.

3.2 If an employee selects a day or days to observe as the holiday which, because of work requirements, would not be available, or if two (2) or more employees in the same work group select the same day or days, the employees will choose alternate available day or days in order of seniority.

3.3 If any holiday for which an employee is eligible to take under this Section 3 provision is not selected by October 15 of each calendar year, Management will designate the day or days to be observed.

3.4 An employee will be eligible for Seven (7) 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

4. Unless otherwise provided herein, a regular part-time employee, not working on a holiday, will receive pay for the number of hours for which he would have been scheduled to work had the day not been a holiday, if he works the last unexcused scheduled shift preceding the holiday and works his first unexcused scheduled shift following the holiday.
5. An employee who is scheduled to work on a holiday but fails to report for work and is unexcused will not receive payment for the holiday.
6. If a holiday falls on a normal workday which is a vacation day, the employee will be given an additional day of vacation at the beginning or end of his vacation or a day's pay in lieu thereof at his option. 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 24 for maximum excused absences.)
7. Employees who work on holidays will receive, in addition to the holiday pay provided for in this Article 23, time and one-half at the basic rate for hours worked.

ARTICLE 24 LEAVES OF ABSENCES FOR PERSONAL / MEDICAL REASONS

1. Regular employees who have completed twelve (12) months of credited 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 credited service who are pregnant will be permitted to take a leave of absence in accordance with the terms and provisions of this article.

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

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.

1.2 As provided for in 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.

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.

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.

2. An employee on leave of absence will be considered to have terminated his employment under the following conditions, except as provided for under 1.3 above:

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

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.

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

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 22.

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

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 credited service.

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 credited service.

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 1 in this Article.
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 34, Section 1, 3 and 4 of the Agreement.
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 25
LODGING, MEALS AND TRAVEL EXPENSES**

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

AREA DESIGNATIONS

<u>Permanent Headquarters</u>	<u>Reporting Locations Within Permanent</u>
Gardnerville 1520 Church St (CO or Complex)	Gardnerville, 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)	

3. Acceptance of Board and Lodging or Subsistence

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.

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.

4. Subsistence Allowance

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	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

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. 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.

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.

5. Board and Lodging Expenses

- (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.
- (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.

6. Transportation

- (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.
- (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.

- (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.
- (4) Company vehicles are not to be used for transportation to facilities that provide meals, unless authorized by management.

7. Travel Time

- (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.
- (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.
- (3) All travel required of an employee after reporting for work each day shall be on Company time.

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.

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.

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:

- (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.
- (2) Time consumed for travel will not be paid.
- (3) The Company will not be obligated to pay Saturday or Sunday meal and incidental expenses, as outlined in 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.
- (4) Motel expenses will not be paid for Friday or Saturday nights.
- (5) Should a three (3) day weekend be involved, the two (2) affected days would become three (3).

- (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.

9. Meals

(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.

(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.

(3) Meal and Incidental Expenses When Away from Headquarters Overnight

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

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

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

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 26 TRANSFER ALLOWANCES

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

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.

- 1.2 A relocation allowance of \$150.00.
 - 1.3 An allowance of \$150.00 for packing household goods.
 - 1.4 Actual cost of moving furniture and personal belongings.
 - 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.
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.
 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 34.
 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.
 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.
 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 27

RESPONSIBLE UNION - COMPANY RELATIONSHIP

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.
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.
3. In the event that a representative of the Union feels that meetings and/or discussions with

Management are not characterized by a sincere effort by both parties to resolve any disputes or misunderstandings, or at least to clearly understand the position of each other, the appropriate Union Official will summarize the nature of the dispute in writing and submit the written summary to the third level manager within thirty (30) days of the alleged dispute.

The third level manager, upon receipt of said written summary, will respond within five (5) days to arrange an informal meeting with the Union Official. Within five (5) days following such informal meeting, the third level manager will provide the Company's response.

3.1 If the Union is not satisfied with the third level manager's response, the Local Union Business Manager or his designated Representative, within five (5) days after receipt of such response may request an informal meeting with the Division Manager or Department Head. The Division Manager or Department Head will respond within five (5) days to the Union Official to establish a date mutually agreeable to both parties. Within five (5) days following the meeting the Company will give its response.

3.2 If the Union is not satisfied with the Company's response, the Union Official, within fifteen (15) days of the Company's response, may submit the grievance in writing on the grievance form as prescribed in Article 12, Section 5.1, except that Step 1 may be waived.

3.3 The parties may by mutual agreement waive the time limits set forth in this Article.

3.4 The parties agree that the provisions contained herein do not modify or change the rights of the parties as set forth in Article 12 or Article 13.

4. 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.

ARTICLE 28 WAGES

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.

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:

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.

- 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.
 - 2.2 Employees, other than those specified in Subsection 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.
 - 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.
 - 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.
 - 2.5 Nothing in this Section 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.
- 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 29
DIFFERENTIALS**

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.
 - 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.
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, nor during vacations, nor during periods covered by sick benefits, nor will it be paid for work falling within the specified hours as a result of overtime which is a continuance of a regularly assigned shift or if it is a result of an emergency call-out.
 - 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.
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 pay for each hour of standby according to the formula listed below. Such pay shall be in addition to any call-out time. Effective (date of ratification) \$1.75/hr of standby
 - 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.
 - 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.
 - 3.3 The Company will provide a cellular telephone for use by those on standby for the period of time on standby. The Company will provide a laptop computer for use by those on standby for central office trouble for the period of time on standby.

**ARTICLE 30
WORKING SAFETY COMMITTEE**

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.

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

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.

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

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 31 TOOLS, EQUIPMENT AND GLOVES

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.
 - 1.1 All tools, equipment and gloves furnished by the Company will be charged to the employee, and the employee will be held responsible.
 - 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.
 - 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.
 - 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.
 - 1.5 The Company will provide to eligible employees a bi-annual 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 32
SICKNESS AND ACCIDENT BENEFITS

1. Active employees who, during their active employment, are forced to be absent from work because of their own illness or their own injury, or death in their immediate families, will receive the benefits described in the following paragraphs. 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 described hereinafter shall not be considered to constitute any liability on the part of the Company, to such employees, provided, however, that this rule will not be used to discriminate against employees to the extent that they might be dismissed at a time when they might be eligible to apply for such benefits.
 - 1.1 The term “benefits” shall mean seventy-five (75) percent of the employee’s stated wage in all cases where the employee does not receive compensation as defined in Subsection 1.2 below and shall mean one-hundred (100) percent of the employee’s net pay after application of taxes in all cases where he does receive compensation, as defined in said Subsection 1.2.
 - 1.1.1 In no event, after application of taxes and State Disability Insurance benefits, will an employee’s combined benefits exceed or be less than the net amount payable had he 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.
 - 1.1.2 In no event during an absence due to occupational injury will an employee’s combined benefits be greater than the net amount which would have been payable had the employee worked. Additionally, if the employee is otherwise eligible, the net amount payable will not be less than the net amount payable had such employee worked.
 - 1.2 “Compensation” shall mean the payments made to an employee from any source under the provisions of the Workers’ Compensation Insurance and Safety Act, or any other Federal or State law or regulation now in effect or hereinafter enacted, provided, however, that if any such law or regulation shall require the collection of taxes or contributions from the employee and the Company, only that portion of such payments as is represented by the Company’s tax or contribution will be considered as compensation.
- 1.3 “Injury” shall mean an injury not arising out of and during the course of an employee’s occupation.
- 1.4 “Occupational injury” shall mean an injury arising out of and during the course of an employee’s occupation.
- 1.5 In the event an employee shall experience an injury or 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 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.

2. It is understood by the parties that all regular full time employees currently employed as of September 11, 2010 with more than 180 days of accumulated sick leave, will be permitted to use those additional days should they go beyond the 180 day STD limit provided for in the schedule below.

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

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

- 2.1 After they have completed ninety (90) days of credited service, regular employees will be eligible for sick leave with benefits as provided hereinafter if they are forced to be absent from work because of illness or injury, or death in their immediate families. Employees will be eligible for sick leave with benefits as provided in Subsection 3.1 of this Article 32 when they are forced to be absent from work because of occupational injury.

- 3.0 Regular employees who are eligible for benefits and are required to be absent from work because of death in their immediate families will be eligible to receive benefits (without a waiting period) for three (3) days. In this instance only, benefits will be paid at one hundred (100) percent of the employee's stated wage. The use of benefits will not affect the waiting period for any subsequent illness benefits. 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.

- 3.0.1 "Immediate Family" for the purpose of this section 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.

- 3.0.2 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 3.0.1.

- 3.1 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.

- 3.2 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 an opinion from a physician other than the one in regular attendance, or a statement from the physician in regular attendance and the payment of benefits will be governed by such investigation and opinion. Benefits will not be paid in cases of absence caused by nervous disorders unless a physician, selected and paid by the Company, shall deliver to the Company a statement in writing to the effect that such nervous disorder is sufficiently serious to make it essential that the employee be relieved from work for a definite period of time.

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.

4. Employees who are found to be guilty of abusing the foregoing provisions for sickness and accident benefits may be subject to dismissal or to forfeiture of any privileges relating thereto.

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 subject to the following provisions:

1. Regular full-time employees are eligible to participate in the LTD plan, subject to the following requirements:
 - 1.1 Coverage under the Plan begins thirty (30) days from date of hire.
 - 1.2 Enrollment during the initial Company-designated enrollment period (incumbents with thirty (30) days of continuous employment).
 - 1.3 Enrollment during periods not mentioned and/or when opting up or increasing the LTD benefit level additionally require regular full-time employees to submit evidence of good health at their expense and approval by the Plan Administrator.
 - 1.4 The disability is not caused by participation in an assault, crime or illegal occupation, an intentionally self-inflicted injury, war or act of war.
 - 1.5 If the disability does not result from pre-existing conditions that existed within thirty (30) days before the date LTD coverage began. Coverage for pre-existing conditions begins twelve (12) months after the coverage effective date.
 - 1.6 The contributions for additional coverage's (60% and 66 2/3%) are continuously paid following enrollment.
2. The cost of the LTD plan additional coverage's above the Company paid 50% will be paid by the employee. Contributions for coverage may change from time to time. Should this occur, the Company agrees to notify the Union in writing, within fifteen (15) calendar days prior to the date of modification, specifying the cause for any change in the contribution rate.
3. The LTD plan shall pay monthly benefits as follows:

Up to 50% of the employee's basic monthly earnings, up to a maximum of \$3,000 per month.

Up to 60% or 66 2/3% of the employee's basic monthly earnings, up to a maximum of \$15,000 per month.

Monthly benefits shall be coordinated and reduced by any amount received by Worker's Compensation (or its equivalent), primary and dependent disability or retirement benefits from Social Security, payments under any other State or Federal disability benefits law, GTE pension plan (if applicable), Company-provided salary continuation plan (ISP, layoff allowances) or any other plan which provides income benefits.

The employee must apply for primary and dependent (if applicable) Social Security disability benefits.

Plan benefits are not payable for any period of disability during which the employee refuses or fails to apply for Social Security disability benefits or to appeal any denied claim for Social Security benefits.

- 4. Benefits will be paid, provided the Plan is in force, if eligible employees have been continuously and totally disabled, under the care of a physician and absent from work for one hundred eighty (180) days or if the disability has resulted in one hundred eighty (180) days of absence during a period of fifty-two (52) consecutive weeks and the eligible employees have been under the care of a physician.

Monthly benefits will be paid for twenty four (24) months, if the disability prevents eligible employees from performing their regular work or an alternative occupation with similar earning potential.

Monthly benefits will be paid for twenty four (24) months, if the disability prevents eligible employees from performing their regular work or an alternative occupation with similar earning potential.

If eligible employees become disabled prior to age sixty (60), benefits will be paid up to their 65th birthday.

If eligible employees become disabled on or after age sixty (60), benefits will be paid according to the following schedule:

<u>Age of Disability</u>	<u>Benefits Paid to Age</u>
Under age 61	to your normal retirement age*, but not less than 60 months
61	to your normal retirement age*, but not less than 48 months
62	to your normal retirement age*, but not less than 42 months
63	to your normal retirement age*, but not less than 36 months
64	to your normal retirement age*, but not less than 30 months
65	24 Months
66	21 Months
67	18 Months
68	15 Months
Age 69 and over	12 Months

*Your normal retirement age is your retirement age under the Social Security Act where retirement age depends on your year of birth.

Disabilities as a result of a mental health disorder, alcoholism or drug addiction will generally

result in monthly LTD benefits for no longer than twelve (12) months.

5. During the period LTD benefits are paid, eligible employees will continue to receive life, medical and dental insurance coverage in accordance with the Collective Bargaining Agreement between Frontier Communications, Inc. and International Brotherhood of Electrical Workers. Accredited Service will be applied toward eligible employees' pension calculations until the disability benefits end or the eligible employee retires, quits or dies.
6. The amount and availability of benefits under the LTD Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the LTD Plan, selection of the insurance carrier, eligibility for the benefits, cost of coverage, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the Collective Bargaining Agreement.

ARTICLE 33 EMPLOYEE TRAINING

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.
 - 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.
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 34 JOB BIDDING AND TRANSFERS

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 tests to assist in the determination of the employee's qualifications. The form, content, and administration of such tests shall be at the sole discretion of the Company and shall not be subject to the grievance or arbitration provisions hereof.

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.
 - 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.
 - 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.
 - 2.3 All costs for such evidence shall be borne by the employee requesting such transfer.
- 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.
- 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.
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 2.4, 3.1, and 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.
 - 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 8, Section 1.5, the employee must submit the transfer application within three (3) months after the date of realignment and move at his own expense.
 - 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.

4. Selection of employees for transfer to vacancies shall be determined as follows:
 - 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 25, section 2. The employee will pay his own moving expenses on an employee-initiated transfer.
 - 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.
 - 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.
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.
 - 5.1 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.

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

ARTICLE 35 MILITARY LEAVE OF ABSENCE

1. **MILITARY LEAVE OF ABSENCE**
 - 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.

2. REEMPLOYMENT

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:

- (a) 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 credited service.
- (b) Sick benefits will not be granted to employees until after they have returned to active employment with the Company.

3. GROUP LIFE INSURANCE

3.1 For employees who are granted military leaves of absence, the Company will continue the amount of group life insurance in effect on the last day worked for a maximum period of thirty (30) days at no cost to the employee. At the end of this thirty (30) days or at the termination of the military leave of absence, the group life insurance will terminate.

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.

4. CONTINUANCE OF COMPANY PAY

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

- (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

- (1) Is drafted or enlists voluntarily, or
- (2) Is ordered to active duty or volunteers for active duty for six (6) months or more
or active duty training (not to include training drills, voluntary specialized training or penalty active training duty), he 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 credited service up to a maximum of difference in pay for three (3) months.

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.

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.

5. SUBSTITUTES FOR EMPLOYEES ON MILITARY LEAVES OF ABSENCE

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.

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.

6. MILITARY RESERVE TRAINING

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.

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 36
JURY DUTY AND WITNESS PAY

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.
 - 1.1 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.
 - 1.2 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.
 - 1.3 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 1 above.
 - 1.4 The employee must have completed by the Court a form to be provided by the Company showing days and hours worked on jury duty.
2. Subpoena as a Witness
 - 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.
 - 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.
 - 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.
 - 2.4 Employees who are subpoenaed to appear as witnesses in a civil proceeding will not be compensated by the Company.
3. The provisions of this Article will be considered as time worked for all purposes.

ARTICLE 37
LUNCH PERIOD

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

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 38
BULLETIN BOARDS**

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 39
DEDUCTION FOR UNION DUES, SERVICE FEES**

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.

2. IBEW Application for Membership card (marked Exhibit 1) enclosed shall be made a part of this Article. Payroll deduction authorization cards in the form attached hereto (marked Exhibit 2) shall be made a part of this Article.

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. The Company will make twenty-four (24) biweekly union dues deductions per year in specified amounts and shall submit same each pay period 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.

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

**ARTICLE 40
RELIEF BREAK**

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

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 41
PRODUCTIVE WORK BY MANAGEMENT**

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.

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 42 UNION SECURITY

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.
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.
 - 2.1 Any employee who is a member of the Union may, upon proper notice, voluntarily withdraw from such membership.
3. The Company shall incur no liability in the enforcement of this Article.

ARTICLE 43 LEAVE OF ABSENCE FOR OFFICIAL UNION BUSINESS

1. At the request of the Union, not more than one (1) employee will be granted a leave of absence for official union business.
 - 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 provision 1.1 will be treated in the same manner as any other employee to whom a personal leave of absence is granted under Article 24 except that he shall have an absolute right to reemployment.
 - 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 provision 1.2 will be treated in the same manner as any other employee to whom a personal leave of absence is granted under Article 24, except that he shall have an absolute right to reemployment, and he shall continue to accrue net credited 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.

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 five (5) personal holidays.

For the purposes of this Article, the accrual of net credited service shall not count towards the accrual of vacation time pursuant to Article 22 and upon an employee's return from leave(s) of absence, his vacation and accrual date and eligibility will be adjusted accordingly.

1.2.1 An employee who commences a leave of absence under Section 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.

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 22.

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.

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.

ARTICLE 44 SUCCESSORSHIP

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.

EXHIBIT 1

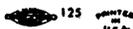


**International Office Copy
OBLIGATION OF I.B.E.W.**

**THIS ORIGINAL
TO BE SENT
TO I. O. FOR FILE**

I, _____, in the
(PLEASE PRINT NAME)
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."

FORM 107 REV 9/94



TO BE SIGNED BY APPLICANT — PLEASE DO NOT PRINT

APPLICATION FOR MEMBERSHIP IN INTERNATIONAL BROTHERHOOD OF ELECTRICAL	PRINT OR TYPE IN BLACK INK ONLY			SEX— MALE <input type="checkbox"/> FEMALE <input type="checkbox"/>	
	LAST NAME	FIRST	INITIAL	SOCIAL SECURITY NO.	
	ADDRESS (STREET & NUMBER)			DATE OF BIRTH	
	CITY & STATE (OR PROVINCE)		POSTAL CODE	TELEPHONE NO.	
	PRESENT EMPLOYER			DATE HIRED	
	CLASSIFICATION			DATE OF THIS APPLICATION	
	HAVE YOU EVER BEEN A MEMBER OF I.B.E.W?		YES <input type="checkbox"/> NO <input type="checkbox"/>	IF SO, WHERE?	LOCAL NO. STATE
	PORTION BELOW TO BE FILLED IN BY L. U. SECRETARY				
	LOCAL UNION NO.	DATE OF INITIATION	TYPE OF MEMBERSHIP		CARD NO.
			"A" <input type="checkbox"/> "BA" <input type="checkbox"/>		

EXHIBIT 2

UNION DUES OR SERVICE FEE
DEDUCTION AUTHORIZATION
FORM 90016933 (10/97)

EMPLOYEE NO.	DEDUCTION CODE	AMOUNT	SOURCE CODE	50	<input type="checkbox"/>	<input type="checkbox"/>	UNION DUES DEDUCTION AUTHORIZATION
					<input type="checkbox"/>	<input type="checkbox"/>	SERVICE FEE DEDUCTION AUTHORIZATION

I hereby authorize Verizon California Inc. to deduct monthly from my wages and/or Sick Benefit payments received from the company an amount equal to the regular Union Dues and/or Service fee then in effect as certified from time to time by the Secretary-Treasurer of the International Brotherhood of Electrical Workers. This Authorization shall remain in effect as long as I am a bargaining unit employee represented by IBEW.

Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

Return both copies to TXD/1931J

MAIL CODE		LOCAL NUMBER	BLDG CODE		SOCIAL SECURITY NUMBER	
EMPLOYEE SIGNATURE					DEDUCTION START DATE	DATE EMPLOYED
HOME ADDRESS-STREET AND NUMBER			CITY	STATE	ZIP CODE	

PRINT FULL NAME (Last) (First) (Middle)

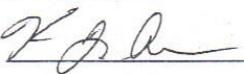


The parties hereto have caused this Agreement to be executed in their names by their duly authorized officers:

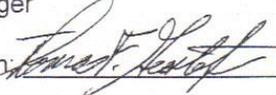
FRONTIER COMMUNICATIONS INC.

Peter Homes:  Date: 11-11-10

Director of Labor Relations

Kevin Ancell:  Date: 11/11/10 Nov 11, 2010

General Manager

Tom Gustafson:  Date: 11/11/10

Human Resources Manager

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 543

Jerry Koger:  Date: 11/11/10

Business Manager/Financial Secretary

Mike Adams:  Date: 11-11-10

Committee Person

Sid Challacomb:  Date: 11/12/10

Committee Person

Schedule C-8	Sales and Service Technician II		
	GWI	GWI	GWI
	9/12/2010	9/12/2011	9/12/2012
Start	\$14.07	\$14.28	\$14.49
6 MO	\$15.21	\$15.44	\$15.67
12 MO	\$16.54	\$16.79	\$17.04
18 MO	\$18.03	\$18.30	\$18.57
24 MO	\$19.80	\$20.10	\$20.40
30 MO	\$21.85	\$22.18	\$22.51
36 MO	\$24.26	\$24.62	\$24.99
42 MO	\$27.29	\$27.70	\$28.12
48 MO	\$31.20	\$31.67	\$32.14

Schedule C-9	Sales and Service Technician I		Central Office Technician	Senior Communications Specialist
	GWI	GWI	GWI	GWI
	9/12/2010	9/12/2011	9/12/2011	9/12/2012
Start	\$14.29	\$14.51	\$14.72	\$14.72
6 MO	\$15.45	\$15.68	\$15.92	\$15.92
12 MO	\$16.77	\$17.02	\$17.27	\$17.27
18 MO	\$18.26	\$18.53	\$18.81	\$18.81
24 MO	\$20.01	\$20.31	\$20.61	\$20.61
30 MO	\$22.13	\$22.46	\$22.80	\$22.80
36 MO	\$24.72	\$25.09	\$25.46	\$25.46
42 MO	\$28.17	\$28.59	\$29.02	\$29.02
48 MO	\$32.46	\$32.95	\$33.44	\$33.44

Schedule C-5	Warehouse Attendant		
	GWI	GWI	GWI
	9/12/2010	9/12/2011	9/12/2012
Start	\$12.32	\$12.51	\$12.69
6 MO	\$13.24	\$13.43	\$13.64
12 MO	\$14.30	\$14.52	\$14.73
18 MO	\$15.50	\$15.73	\$15.97
24 MO	\$16.96	\$17.22	\$17.47
30 MO	\$18.65	\$18.93	\$19.21
36 MO	\$20.56	\$20.87	\$21.19
42 MO	\$22.94	\$23.28	\$23.63
48 MO	\$25.63	\$26.01	\$26.40

Schedule C-C	Retail Sales Consultant		
		GWI	GWI
	9/12/2010	9/12/2011	9/12/2012
Start			
6 MO			
12 MO			
18 MO			
24 MO			
30 MO			
36 MO			

Language Assistance - Retail Sales Consultant
Retail Sales Consultant

ARTICLE 45
MEDICAL PLAN
ADDENDUM ONE TO COLLECTIVE BARGAINING AGREEMENT

Medical Plan

It is hereby agreed between Frontier Communications, Inc. (hereinafter referred to as the "Company") and the International Brotherhood of Electrical Workers (hereinafter referred to as the "Union"), through this Addendum to the Collective Bargaining Agreement between the parties dated September 12, 2010 (hereinafter referred to as the "Primary Agreement"), that the current Point of Service and HMO plans remains in effect up to and including December 31, 2010 and is replaced for all eligible employees on January 1, 2011 by the Medical Plan as agreed to be effective September 17, 2010.

1. The regular full-time and regular part-time employees (as defined in Sections 9 and 10, Article 6, of the Primary Agreement) and their eligible dependents are insured under the Medical Plan on the date the employee completed thirty (30) days of employment.
2. Medical Plan benefits will be provided in accordance with the provisions as agreed to by the parties, which is made a part of this Agreement, to the extent that such provisions are in conformity with applicable Federal and State laws. If any such provisions require modification will be made by the Company.
3. The selection of the insurance carrier shall rest solely with the Company, and the Company will continue to provide benefits of not less than those agreed upon.
4. The Medical Plan will be administered solely by the Company.
5. The insurance carrier will make any supplementary provisions necessary to conform with insurance laws or codes, or at the direction of the Company to improve benefits or administrative procedures.
6. Beginning January 1, 2011, employee contribution under the plan will be as follows:

01/01/2011	=	5% of the total monthly premium
01/01/2012	=	9% of the total monthly premium
01/01/2013	=	12% of the total monthly premium
7. In the event of any dispute involving an employee's eligibility for Medical Plan coverage, the dispute, at the request of the Union, may be subject for grievance and /or arbitration under the procedure set forth for grievance and arbitration in the Primary Agreement. No other matters concerning the Medical Plan shall be subject to the grievance or arbitration procedure.
8. This Medical Plan shall not be reopened for negotiations during the period set forth in this Addendum.

1. ARTICLE 1 – NATURE OF AGREEMENT

Section 1 Undertaking by the Company

- 1.1 This Medical Plan shall extend insurance which, in accordance with terms set forth hereinafter, will provide coverage for certain medical expenses incurred by eligible employees and their eligible dependents.

Section 2 Group Insurance Policy

- 2.1 Insurance will be provided, and benefits determined, solely by a group insurance policy.
- 2.2 The policy shall include the substance of the specifications set forth hereinafter to the extent that such specifications are in conformity to applicable Federal and State laws. If any such specifications require modification for inclusion in the policy, such modifications will be made by the Company in concert with the Insurance Company.
- 2.3 The selection of the Insurance Company, and the determination of supplementary provisions and/or insurance requirements, shall rest solely upon the Company.
- 2.4 This Medical Plan will be administered solely by the Company. No matter concerning this group insurance benefit plan or any difference arising there under shall be subject to the grievance or arbitration procedure, but rather shall be governed by the terms and conditions of the contracts issued by the Insurance Company to provide this coverage, except as to an employee's net credited service or basic rates of pay.

2. ARTICLE 2 – GENERAL CONSIDERATIONS

Section 1 Nothing within this Agreement shall be construed as a guarantee of employment, nor of continuity of employment. Employees shall remain subject to the same considerations for employment or discontinuance of employment in the same manner as though this Agreement did not exist.

Section 2 This Agreement, and the fact of its existence, shall not stand to deter any changes in the Medical Plan with respect to coverage, or other related matter as initiated by the Insurance Company and/or organization furnishing benefits, as the case may be, in the usual or customary manner.

- 2.1 Nothing within this Agreement shall be construed extend coverage within this Medical Plan to include any circumstance of accident, sickness, or medical condition for which coverage is not included in the Medical Plan

Section 3 If an employee or his eligible dependent entitled to benefits under this Medical Plan for himself or his eligible dependent is disabled by injury caused by the negligence of a third party, such employee need not elect whether to take such benefits or to pursue his remedy against such third party.

- 3.1 Such employee may take his benefits under this Medical Plan and the Insurance Company the shall have a lien on the proceeds of any recovery for such third party whether by judgment, settlement, or otherwise after the deduction of reasonable and necessary expenditures, including attorney's fees, incurred in effecting such recover, to the extent of the total amount of benefits provided by this Medical Plan and paid.

- 3.2 Notice of such action by the employee against the third party shall be given within ninety (90) days thereafter, either to the Company or to the Insurance Company.
- 3.3 No compromise of any such course of action by the employee in an amount less than the benefits provided by the Medical Plan shall be made without the written consent of the Insurance Company.

Section 4 Any employee eligible for benefits under this Medical Plan who willfully or knowingly enters false or unfounded claims for benefits shall be subject to Company disciplinary action, including discharge, irrespective of any action that the Insurance Company may elect to take.

4. ARTICLE 3 – SEPARABILITY AND INDEPENDENCE OF PROVISION

Section 1 Independence of Agreement

1.1 This Agreement stands separate and apart from all other Agreement, nor from the Group Policy for the Insurance, shall be construed as to alter, change, or modify the meaning, application, or the interpretation of any provision of any other Agreement between the parties except as may be specifically set forth in acknowledgment thereof.

Section 2 Separability of Provisions

2.1 No provision, application, nor practice arising from this Agreement, nor from the Group Policy for the Insurance, shall be construed as to alter, change, or modify the meaning, application, or the interpretation of any provision of any other Agreement between the parties except as may be specifically set forth in acknowledgment thereof.

2.2 The construction of the provisions of this Agreement shall be separate from the provisions of any other Agreement between the parties except where otherwise provided with this Agreement.

Section 3 Agreement is Complete

3.1 This Agreement contains the entire agreement between the parties. No changes shall be effective unless reduced to writing and executed by an authorized representative of each party in witness thereof.

5. ARTICLE 4 – EFFECTIVE DATE AND TERMINATION DATE

This Addendum shall have the same effective date as the effective date set forth in the Primary Agreement between the parties and shall terminate on the termination date thereof.

Eligibility qualifications and specific benefits under the Medical Plan are set forth as agreed to by the parties which are made a part of this Agreement.

ARTICLE 46
GROUP LIFE INSURANCE

ADDENDUM TWO TO COLLECTIVE BARGAINING AGREEMENT

1. It is hereby agreed between Frontier Communications Inc. (hereinafter referred to as the “Company”) and International Brotherhood of Electrical Workers (hereinafter referred to as the “Union”), through this Addendum to the collective bargaining agreement between the parties dated September 12, 2010 (hereinafter referred to as the “Primary Agreement”), that a Group Life Insurance Plan (hereinafter referred to as the “Group Life Plan”) will be provided for employees of the Company represented by the Union. In addition, Frontier Communications Inc. and the International Brotherhood of Electrical Workers agree to provide payroll deduction privileges for those employees who elect to participate in the Group Life Plan.

“Employee” shall mean regular and part-time employees as defined in the Primary Agreement.

“Wages” for full-time employees shall mean the annualized basic hourly rate or basic salary (not including overtime, premium or differential pay) as computed annually by the Company.

“Wages” for other than full-time employees shall mean the annualized basic hourly rate or basic salary (not including overtime, premium or differential pay), adjusted in terms of the actual average work hours as related to the normal work hours of full-time employees, as computed annually by the Company.

2. Non contributory Life Insurance Provided by the Company

Each employee will be insured for an amount equal to one year’s wages adjusted to the next higher multiple of \$1,000, if not already a multiple of \$1,000.

An Employee will be enrolled for Noncontributory Insurance at the time he is employed, and the insurance will become effective ninety (90) days from the date of hire. If the employee is absent from work on that date, his insurance will not become effective until his return to work.

The amount of Noncontributory Insurance will be revised when the employee’s wage changes. However, no increase in the amount of insurance will become effective unless or until the employee is actually at work. The Company will maintain an active employee’s Noncontributory Life Insurance amount until retirement.

3. Information to Union

The Company shall furnish the Union such pertinent information as the Company may have in its possession upon reasonable request by the Union, from time to time, concerning the operation, administration, and cost of the Group Insurance Program.

4. Grievance

In the event any dispute shall arise as to whether the Company has provided the insurance described herein, or a complaint that any employee or any individual covered by this Agreement has not in any manner been treated in accordance with this contract,

improperly denied any such insurance, or a complaint by the Union that the Company has improperly or unfairly applied the provisions of this agreement, such dispute or complaint may be treated as a grievance by the Union and presented to the bargaining agent of the Company for disposition.

In the event a satisfactory settlement is not reached, such grievance shall be subject to arbitration, using the procedures for selecting an arbitrator as set forth in the collective bargaining contract in effect on the date of this Agreement. The authority of the arbitrator shall be limited to determining whether the Company has provided the insurance described herein or improperly or unfairly interpreted or applied the provisions of this Agreement, and to directing the employer to provide appropriate remedies.

It is understood that contractual or policy relationships between the employer and the insurance carriers or claims made by any employee or his beneficiary pursuant to said Group Life Insurance Policy is not herein made subject to arbitration between the employer and the Union.

5. Effective Date and Termination Date

This Addendum shall have the same effective date as the effective date set forth in the Primary Agreement between the parties and shall terminate on the termination date thereof.

**ARTICLE 47
ADOPTION ASSISTANCE**

1. Frontier Communications, Inc. agrees to make available the opportunity, for regular full or part time employees of the Company who are covered by the collective bargaining agreement to participate in the Adoption Assistance Plan, which allows employees to claim reimbursement of expenses up to \$10,000 per assorted child in accordance with existing plan provisions.
2. The selection of the administrator, the administration of the Plan and all the terms and conditions relation thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company No matter concerning the Adoption Assistance Plan or any difference there under shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.

ADOPTION ASSISTANCE PLAN

Regular active status full and part-time employees are eligible for this benefit

Available from the first day of active employment

Adopted child must be:

Under 18 years of age

Over 18 years of age and physically or mentally incapable of caring for him/herself.

Includes adoption of a step child

Reimbursement must be submitted within 90 days of adoption finalization

Only expenses incurred during active service are eligible for reimbursement

Covered expenses:

Legal fees and court costs

Temporary childcare expenses prior to placement

Necessary medical expenses for child being adopted

Private or public adoption agency fees

Medical expenses for biological mother
Adoption-related transportation/travel expenses

Expenses not covered:

Expenses for the biological parents other than medical expenses related to the birth of child
Voluntary donations/contributions to the agency
Guardianship or custody expenses unrelated to adoption

Maximum Expenses:

\$10,000 for each eligible employee (no duplicate of expenses for employees who are both employed by **Frontier**)

ARTICLE 48 DEPARTMENTAL ORIENTATION

Frontier Communications Inc. and IBEW Local Union No. 543 agree that the Union Stewards will be present during orientation.

ARTICLE 49 DENTAL PLAN

1. Frontier Communications Inc. and the IBEW Local Union No. 543 agree to the provisions of the Dental Plan set forth in this Memorandum of Agreement.
2. For a summary of details refer to the appropriate Dental Benefits Summary Plan Description (SPD)

The annual deductible will be \$25.00 per individual for all regular and part-time employees. The annual \$25.00 per individual deductible will be waived when an employee and/or his/her enrolled dependents use a Preferred Dental Provider (PDP).

3. Coverage under the Plan begins after thirty (30) days from the date of hire or the date which the employee enrolls, whichever is later. This provision will also apply to part-time employees working at least twenty four (24) hours per week.
4. Maintenance of Benefits (MOB) permitted to the level of benefits provided in the Dental Plan.
5. Beginning January 1, 2011 the monthly employee contribution shall be 20% for employees. Beginning January 1, 2012 the monthly employee contribution shall be 25% for employees.
6. The Plan will be administered solely in accordance with its provisions and no matter concerning the Plan or any difference arising there under shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the Plan Administrator, the administration of the plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or

benefits payable shall be determined by and at the sole discretion of the Company.

FRONTIER DENTAL PLAN HIGHLIGHTS

Benefit Level	Coverage
Deductible	\$25 Deductible waived if Preferred Dental Provider (PDP) used
Preventive and Diagnostic Services	100% of usual and customary charges (or 100% of negotiated fees if in network)
Basic Services	80% of usual and customary charges after deductible satisfied (or 80% of negotiated fees if in-network)
Dental Sealants	80% of usual and customary charges after deductible satisfied (or 80% of negotiated fees if in-network)
Major Services	50% of usual and customary charges after deductible satisfied (or 50% of negotiated fees if in-network)
Orthodontic Care/TMJ disorder Treatment	50% of usual and customary charges after deductible satisfied (or 50% of negotiated fees if in-network)
Lifetime maximum benefit for TMJ disorder treatment	\$500
Lifetime maximum benefit for Orthodontic care	\$1,500
Annual individual maximum benefit	\$1,500

The benefits outlined herein are governed by the Summary Plan Description (SPD) and where conflicts exist, the SPD shall prevail.

ARTICLE 50
DOMESTIC PARTNER BENEFITS

- I.* Frontier Communications Inc. (“the Company”) and IBEW Local Union No. 543 (“the Union”) agree to extend benefits, as set forth below, to employees’ domestic partners and children of domestic partners.
2. Employees may elect health and welfare benefits coverage of domestic partners and children of domestic partners, as described below.
3. The Company and the Union agree that eligibility of a domestic partner for health and welfare benefits shall be based on the following conditions:
 - A.* The employee and the domestic partner are same-sex, adult partners.
 - B.* Neither the employee nor the domestic partner is married or a domestic partner of a third party.
 - C.* Both the employee and the domestic partner are at least eighteen (18) years of age and are mentally competent to contract.
 - D.* The employee and the domestic partner are not related by blood to a degree of closeness that would prohibit legal marriage in their state of residence.
 - E.* The employee and the domestic partner live together at the same permanent residence.
 - F.* The employee and the domestic partner are jointly responsible for each other’s welfare and basic living expenses.
 - G.* The domestic partner is the employee’s sole domestic partner and intends to remain so indefinitely.
 - H.* The employee and the domestic partner agree to notify the Company and any other appropriate party of any changes in the above conditions.
4. The Company and the Union agree that eligibility of children of domestic partners for health and welfare benefits shall be based on the following conditions:
 - A.* An eligible domestic partner is the natural parent, adoptive parent or legal guardian of the child.
 - B.* The child is unmarried and either under the age of nineteen (19), or under the age of twenty-three (23), attending an accredited secondary school, college, university or nursing school, and are dependent on the domestic partner for care and support.
5. An employee may elect coverage of a domestic partner and any children of a domestic partner for the following benefits. The amount and availability of benefits are governed by the provisions of the applicable plan and are subject to the Internal Revenue Code and related regulations.
 - A.* Medical
 - B.* Dental
 - C.* Health Care continuation coverage
 - D.* Flexible Reimbursement Plan Healthcare Reimbursement Account (for IRS Tax Dependents)
 - E.* Dependent Care Reimbursement Account (for IRS Tax Dependents)
 - F.* Retiree Medical (limited to Domestic Partner and children of Domestic Partner who are covered by medical plan at time of employee’s retirement).

6. Employees are entitled to Bereavement Leave in the event of death of a domestic partner, children of the domestic partner and other domestic partner family members as specified in the collective bargaining agreement.
7. Employees are entitled to Family and Medical Leave for the care of a seriously-ill domestic partner, or child of a domestic partner, subject to general eligibility requirements.
8. Other benefit programs are also available to domestic partners and/or their children, as applicable. Availability and amount of benefit is governed by the applicable plan or policy.
 - A. Event travel Expense (one guest accommodated)
 - B. Financial Counseling
 - C. Survivor Support
 - D. Dependent Scholarships (children of domestic partner only)
 - E. Adoption Assistance (employee must be adoptive parent)
 - F. Company Discounts (recipient is employee)
 - G. Childcare Discounts (recipient is employee)
 - H. Employee Assistance Program
9. In the event that any of the above Domestic Partner Benefits are found to be discriminatory against non-eligible, unmarried employees in any jurisdiction, then these Domestic Partner Benefits will not be available in that jurisdiction.
10. To the extent that the terms of any plan conflict with the provisions of this Agreement, the terms of such plan shall govern. Notwithstanding the foregoing, this Agreement shall constitute part of the plan to which it relates; provided, however, it may be elaborated upon in other plan materials, such as employee bulletins and enrollment materials, by the Company. To the extent that any provision of this Agreement conflicts with any state or local law, the parties agree to discuss the applicability of such state or local law.

**ARTICLE 51
EDUCATION AND LIFE-LONG LEARNING**

Frontier Communications Inc. and IBEW Local Union No. 543 agree to continue joint efforts which allow employees additional opportunities to learn and enhance their knowledge. Effective September 12, 2010 there will be a maximum annual payment for tuition and fees of \$5,500.00

**ARTICLE 52
EXCUSED ABSENCE (FAMILY LEAVE)**

Frontier Communications, Inc. and IBEW Local Union No. 543 agree that employees who have exhausted their allowable time off as permitted by the FMLA 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 24, Section 5 when such absence is supported by appropriate medical documentation.

ARTICLE 53
FLEXIBLE REIMBURSEMENT PLAN (FRP)

1. Frontier Communications Inc. agrees to continue the Flexible Reimbursement Plan (FRP).
2. For all regular full-time and part time employees with at least 24 hours per week, coverage under the Plan begins ninety (90) days from date of hire, or the date which the employee enrolls, whichever is later.
3. For a summary of details refer to the Flexible Reimbursement Plan Summary Plan Description (SPD).
4. The FRP will be administered solely in accordance with its provisions and no matter concerning the FRP or any difference arising there under shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the FRP and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or reimbursements shall be determined by and at the sole discretion of the Company.

ARTICLE 54
FLEXTIME

Frontier Communications Inc. and the International Brotherhood of Electrical Workers agree to the concept of flextime. 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 55
4/10 WORK SCHEDULE

Frontier Communications Inc. (hereinafter referred to as "Company" and the International Brotherhood of Electrical Workers (hereinafter referred to as "Union") agree to implement a four (4) day workweek, ten (10) hours a day, forty (40) hours per week (hereinafter referred to as the 4/10 Plan). This Plan will be implemented pursuant to the provisions outline below:

1. 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. Employee participation on a 4/10 schedule shall be voluntary. Both parties agree that a volunteer who is participation in the 4/10 plan shall provide the Company with forty five (45) calendar days notice to leave the plan.

The Company will provide a copy of this Plan to each employee approved for the 4/10 work schedule.

2. Company will have the right to terminate this Agreement on the thirtieth (30th) calendar day following receipt by the Union of the written notice to terminate.

3. Nothing relative to Section I of this Agreement shall be subject to the grievance and arbitration procedures. However, alleged violations relating to the remaining sections shall first be submitted in writing by the Union to the Labor Relations Department. If the parties cannot reach an agreement within forty-five (45) calendar days from the date the alleged violations occurred, the provisions of Article 12 and 13 of the Labor Agreement shall apply.
4. Session: First and Second Sessions will be separated by the lunch period. The First Session will not exceed five (5) hours.
5. Relief Breaks: No additional relief breaks. The current relief break provisions will apply.
6. Sickness and Accident Benefits: Employees absent sick while working on the 4/10 schedule will be compensated at 75% of their normal base wage up to ten (10) hours.
 - A. Benefits eligibility and applications will be in accordance with the provisions in article 32 of the Labor Agreement.
 - B. Employees will have up to ten (10) hours deducted from their total accumulated hours for each absent day.
7. Absent Death Benefits: Eligible employees will be compensated up to ten (10) hours per day at 75% of their normal base wage up to three (3) days. An additional day can be taken with supervisor's approval.
8. 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.
9. Premium Pay (Sunday or Holiday): Employees scheduled to work on Sunday and/or Holiday will be compensated at the rate of one and one-half times their base pay up to ten (10) hours.
10. Holidays

A. Legal Holidays

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.

B. Personal Holidays

Personal holidays will be converted to hours up to a maximum of forty (40) 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 holiday hours.

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

Personal holidays scheduled on days off will not count toward the workweek for overtime purposes.

Holidays not scheduled by October 15 of each calendar year will be scheduled pursuant to Article 23, Section 3.3

Example:

S	M	T	W	TH	F	S
	PHT	PHT	PHT	10		2 (PHT)
						Day Off

This employee would receive forty-two (42) hours of straight time wages; thirty-two (32) for holiday time and ten (10) hours for productive time.

All holiday eligibilities and applications will be pursuant to the provisions in the Labor Agreement.

- 11.** Jury Duty and witness Pay: The supervisor at his discretion can convert the employee's schedule to 5/8.
- 12.** Vacation: Full week (four days) – Employee's 4/10 schedule will be changed to 5/8.

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

13. Meal Differential:

- A.** Normal workweek (4/10 schedule) – Paid after working two hours or more beyond the end of his ten-hour shift.
- B.** Scheduled days exceeding the Normal Workweek – Paid after working two hours or more beyond the end of his eight-hour shift.

Example:

S	M	T	W	TH	F	S
	12	12	12	12	10	10
		Item A			Item B	

- 14.** Inclement Weather: Each day an employee is unable to perform his job function because of inclement weather; he will be treated as if his schedule was for a ten (10) hour day. Provisions of Article 20 will be implemented as follows:

Section 1.1 – As written

Section 1.2 – Four hours will be changed to five hours

Section 1.3 – Four hours will be changed to five hours

Except as expressly modified in the Agreement, all rights and provisions contained in the Labor Agreement remain in effect. This Agreement will continue in effect until one of the parties exercises the option provided under Section 2.

ARTICLE 56 HEARING AID BENEFIT

Frontier Communications Inc. and IBEW Local Union No. 543 agree to continue a Hearing Aid Benefit as set forth in this Agreement.

Employees are automatically eligible for the Hearing Aid Benefit after enrollment in any Frontier medical option. If an employee should waive Frontier medical coverage the employee will not be eligible for the Hearing Aid Benefit.

This benefit provides reimbursement of expenses for the actual cost of single or bilateral hearing aid devices, mold, hearing aid check, batteries, and adjustments, when prescribed by a licensed primary care physician, specialist or audiologist. Repair and replacement costs are covered unless due to loss or misuse.

The cost of one HMO office visit co-payment or one hearing examination by a licensed physician or audiologist is included and reimbursable if such cost is actually incurred in connection with the diagnosis and prescription of a hearing aid device.

The benefit is not subject to any deductible, co-payment, reasonable and customary limitations, or network/participating provider requirements. There are no limitations or exclusions based on how the hearing impairment was caused or occurred.

The maximum reimbursement under this benefit is \$1,000 per covered individual every 24 months. The benefit will not coordinate with any hearing aid benefit of any other health plan.

Reimbursement under the benefit is contingent upon the claimant's timely submission of a completed claim form, along with copies of the relevant receipts and prescription. A timely submission is one that is made during the two-year benefit period, or within 90 days of the earlier of: the last day of the two-year period, or the last day of active Frontier Communications employment. Frontier Communications, in its sole discretion will determine the claims administrator, and the benefit funding method to be used.

ARTICLE 57 HOME DISPATCH

The Parties agree that 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 following provisions:

- I.** 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 6, Section 16 of the Labor Agreement.

2. 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 dependant on the demands of the service.
 - A. 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.

3. The Company will implement the Home dispatch program on a voluntary basis.
4. 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.
5. 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.
6. The participating employee is expected to do the following:
 - A. 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.
 - B. 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.
 - C. 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.
 - D. Passengers, other than those authorized for business purposes, will not be allowed in Home Dispatch vehicles.

7. Maintenance and Operational Responsibilities

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.

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

- A.** Adhere to vehicle maintenance schedules as required by Fleet Operations.
- B.** 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 of repair 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.
- C.** The Primary fueling location is the fuel facility on Company property. Alternate fueling locations may be designated service stations within the community.
- D.** The Company accepts the responsibility to provide vehicle washing based on the availability in the area.
- E.** 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.
- F.** 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.
- G.** 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.
- H.** 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.

8. Meetings

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.

9. Tours

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.

10. 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 58 HOURLY SAVINGS PLAN (HSP)

1. Frontier Communications Inc. and IBEW Local Union No. 543 will make the Hourly Savings Plan (HSP) available to regular full or part-time hourly employees of the Company who are covered by the Collective Bargaining Agreement.
2. The Company reserves the right at any time, and from time to time, by action of the Board of Directors, to modify or amend in whole or part, any or all of the provisions of the HSP, but no such amendment or modification shall have the effect of reducing the accrued benefits of members, retired members, former members or their beneficiaries or of diverting any part of the Trust Fund to an purpose other than for the exclusive benefit of members, retired members, former members, or their beneficiaries and the payment of reasonable HSP administration expenses.

The Company reserves the right, by action of the Board of Directors, to terminate or partially terminate the HSP at any time. Upon termination or partial termination of the HSP or upon the complete discontinuance of contributions under the HSP, the member accounts of the members affected by the termination, partial termination, or complete discontinuance of contributions as the case may be shall be non-forfeitable. In the event this plan is terminated and a replacement plan is enacted, the Union shall be offered the same replacement plan as non-represented employees.

3. The HSP may be merged into or consolidated with another plan, and its assets or liabilities may be transferred to another plan; provided, however, that no such merger, consolidation, or transfer shall be consummated unless each member and beneficiary under the HSP would receive a benefit immediately after the merger, consolidation, or transfer, if the transferee plan then

terminated, that is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation, or transfer, if the HSP had then terminated.

4. The Company and the Union agree that every provision heretofore contained in this Agreement is contingent upon the Company's receipt of a favorable determination that the HSP, as amended, continues to be qualified under Section 401(a) et. seq., of the Internal Revenue Code. In the event any revision in the HSP is necessary to obtain or maintain a favorable determination from the Internal Revenue Service, the Company will make the revisions, adhering as closely as possible to the level of benefits contained in the HSP.
5. In the event any portion of this agreement is determined by a court or government agency to be in violation of existing law or is voided by a change in existing laws, the Company retains the unilateral right to make whatever modifications it deems necessary and appropriate to comply with the law, including the right to rescind the Agreement, if it deems no such modification is feasible. The Company shall have no obligation to bargain or negotiate with the Union in the event that this Agreement is modified or eliminated or in the event the Company does not implement any or all of the provisions of this Agreement because it does not receive Internal Revenue Service approval, any or all of these plans are deemed not qualified, or because of a change in existing laws.
6. The HSP will be administered solely in accordance with the provisions and no matter concerning the HSP or any difference arising there under shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement but rather shall be governed by the terms and conditions of the HSP and the interpretation of the HSP Committee.

ARTICLE 59 HOURLY SAVINGS PLAN (COMPANY MATCH)

Frontier Communications Inc. and IBEW Local Union No. 543 agree to continue the Company matching contribution to the Hourly Savings Plan (HSP) only for those employees who are currently participating in the Hourly Savings Plan as of September 11, 2010. The Company matching contribution will be \$.50 cents for every \$1.00 contributed by the employee, up to a maximum of six (6) percent of pay.

Employees hired after September 11, 2010, in lieu of the Hourly Pension Plan will be eligible for the Frontier 401K with Company match.

ARTICLE 60 INCLEMENT WEATHER

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.

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 61
INCOME SECURITY PLAN (ISP)

- 1.** Frontier Communications Inc. and IBEW Local Union No. 543 recognize the need for technological change in the business and hereby enter into this agreement. 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.

When technological change brings about any of the following conditions, the Plan shall apply:

- A.** A need to layoff and/or force realign employees in any job title.
 - B.** Reassignment of regular employees to permanent headquarters fifty (50) miles or more from the employee’s permanent headquarters.
- 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:
 - 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.

- 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.
- 4.** For those employees who are eligible in accordance with Sections 1 and 2, the Company will provide the following ISP Termination pay benefits:
- A.** 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.

B. 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.

The combined maximum ISP Termination Pay benefit payable as set forth in Paragraphs A and B of this Section 4 shall in no event exceed a total of \$36,750.

The dollar amounts set forth in this Agreement shall be prorated for regular part-time employees based on the average hours worked during the last twenty-six (26) pay periods: i.e., average of thirty (30) hours worked per week would result in termination benefits paid at 75% of those set forth in Paragraphs A and B of this Section 4.

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 4 above and shall be equal to two times the applicable regular ISP Termination pay benefit. All other provisions of this Article shall apply to Enhanced ISP payments.
6. Employees eligible for ISP Termination Allowance in accordance with Section 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.
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 paragraphs 4A and B above.
8. All benefits payable under the Plan are subject to legally required deductions.
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.
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.
11. This Agreement will be implemented prior to invoking the provisions of Article 8 (Force Realignments) of the Collective Bargaining Agreement, when conditions set forth in Section 1 of this Agreement exist as determined by the Company.
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 Agreement shall be subject to the arbitration procedure of the Collective Bargaining Agreement.

ARTICLE 62
JURISDICTIONAL BOUNDARIES

Frontier Communications Inc. and IBEW Local Union No. 543 agree to the following relative to permitting IBEW members to cross jurisdictional lines:

- 1.** This agreement 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.
- 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.
- 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”.
 - A.** 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)
 - B.** 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.
- 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.
- 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.

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 63
LONG TERM CARE PLAN

- 1.* Frontier Communications Inc. agrees to make available, without endorsement, the opportunity for employees to enroll in the Long Term Care Plan.
- 2.* For a summary of details refer to the Long Term Care Summary Plan Description (SPD).
- 3.* The Long Term Care Plan will be administered solely in accordance with its provisions, and no matter concerning the Long Term Care Plan or any difference arising there under shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of the Long Term Care Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.

ARTICLE 64
LUMP SUM PAYMENT OPTION

- 1.* Frontier Communications, Inc. and IBEW Local Union No. 543 agree to continue the Plan for Hourly Employee's Pensions (hereinafter referred to as the Plan).
- 2.* Regular employees who are eligible to receive a single life annuity from the Plan will be provided a lump sum payment option which will be based on the present value of their single life annuity.
- 3.* The amount and availability of benefits under the Plan are governed by the provisions of the Plan and are subject to the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the Plan in effect at the time regular employees separate from service. The operation and administration of the Plan, the calculation of the lump sum benefit, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Plan shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.

ARTICLE 65
MEDICAL BENEFITS "OPT-OUT" CREDIT AND SPOUSAL SURCHARGE

The following options are available to employees and their eligible dependents pertaining to enrollment in a Company-sponsored medical plan or HMO:

- 1.* In situations where employees elect to cover their spouse where the spouse is eligible for medical coverage from another employer, the spouse's medical plan is considered primary and the employee's plan is considered secondary. In this situation no additional employee contribution is applicable.
- 2.* In situations where employees elect not to enroll themselves and their eligible dependents in a Frontier Communications Inc. Company-sponsored medical plan or

HMO, the employee is eligible for an annual “opt-out” credit of seven hundred dollars (\$700).

Note: The credits described in paragraph (2) may be prorated and will be given to the employee over twelve (12) months on his/her bi-weekly paycheck. In order to be eligible for this credit, the employee may be required to provide satisfactory evidence of medical coverage upon request.

ARTICLE 66 MEDICAL PLAN

Frontier Communications, Inc. and IBEW Local Union No. 543 agree to the Medical Plan benefits set forth in this Agreement. Current benefits will remain in effect.

The provisions set forth in “Addendum One to the Collective Bargaining Agreement” will apply to the Medical Plan.

CERTIFICATION FOR SERVICES

Some services require certification before being rendered or received. If you do not contact Treatment Review indicated on your identification card prior to receiving such services, an additional \$500 deductible will apply to services that are not certified.

The following services require prior certification:

- A.** All inpatient admissions to any facility type
- B.** All surgeries, regardless of setting
- C.** All Home Health and Hospice services
- D.** All conditions of pregnancy (excluding elective abortions)
- E.** Specified outpatient tests and procedures:
 - Thallium Treadmill – heart
 - Esophagastroduodenoscopy
 - Fiber optic Colonoscopy
 - Cardiac Catheterizations
 - Venous Thrombosis Study
 - MUGA – Grated Cardiac Scan
 - Nuclear Medicine Studies – Thyroid Scan
 - Bone Scan
 - Liver Scan
 - Kidney Scan
 - Gallium Scan
 - CAT Scan
 - Echocardiography
 - Arteriography

- PET
- ERCP
- MRI
- Cystoscopy
- Hysteroscopy
- Laparoscopy
- Bronchoscopy

ARTICLE 67
NETWORK SERVICES – OVERTIME
(CUSTOMER OPERATIONS AND CONSTRUCTION)

Frontier Communications, Inc. and IBEW Local Union No. 543 (hereinafter “IBEW 543” or “Union”) agree that 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.

The Company and the Union agree that 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.

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.

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 68
NOTIFICATION TO UNION OF INVOLUNTARY SURPLUS CONDITION

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 its dissemination.

The Company will meet with the Union to discuss declared surpluses that may require the application of Article 8 and/or Article 9 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 69
OUTPLACEMENT SERVICES

Frontier Communications, Inc. and IBEW Local Union No. 543 agree to a career transitioning service to assist employees who have been displaced.

Following a workforce reduction, affected employees will be offered career transitioning services. The Company will facilitate outplacement services.

The career transition assistance shall include services such as:

- Identifying transferable job skills
- Assisting in resume preparation
- Assisting with researching the job market
- Training in interviewing skills
- Identifying vocational training institutions

ARTICLE 70
PART-TIME CONTRIBUTIONS

Part-time employees who work a minimum of (24) hours per week will be eligible for medical and dental

Coverage subject to the following schedules:

<u>Medical</u> Employee Contribution		<u>Dental</u> Employee Contribution	
		<u>EE</u>	<u>EE+1/Family</u>
2011	- 20%	50%	50%
2012	- 30%	50%	50%
2013	- 40%	50%	50%

ARTICLE 71
PENSION PLAN SURVIVOR BENEFIT

1. Frontier Communications, Inc. and IBEW Local Union No. 543 agree to modify the Plan for Hourly Employees' Pensions. Such modifications will be effective July 1, 2003 and are subject to applicable law.
2. The existing pre-retirement survivor pension benefit provisions of the Pension Plan shall be amended to provide a pre-retirement survivor pension benefit for an employee who dies, either during active service or prior to commencing a pension benefit at a time when he or she is unmarried and has accrued at least five (5) years of vesting service.
3. An unmarried employee may, at any time prior to commencing a pension benefit or dying, designate any living person as the designated beneficiary for the pre-retirement survivor pension benefit. The employee may likewise revise the beneficiary designation at any one or more times prior to commencing a pension benefit or dying. A valid beneficiary designation must be on file for the pre-retirement survivor benefit to be paid.

4. For married employees, the spouse will automatically be considered the beneficiary. However, subject to the requirements regarding non-spouse beneficiaries and with spousal consent, a married employee may name a beneficiary other than the spouse. A single individual must be named as beneficiary; and estate or trust may not be named, nor may multiple individuals.
5. Subject to the provisions of the Plan regarding when the benefit is payable, the pre-retirement survivor pension may be distributed as a 65% survivor annuity, or the lump sum equivalent, based upon the beneficiary's election. However, if the beneficiary is not the participant's spouse and is more than twenty-five (25) years younger than the participant, the survivor benefit will be the 50% survivor annuity or the lump sum equivalent.
6. If a vested employee terminates employment on or after the effective date, the named survivor will be eligible for the survivor pension payable on the date the employee would have reached the age sixty-five (65). An actuarially reduced benefit may be payable before age sixty-five (65) if the vested employee would have been eligible for an earlier commencement.
7. In addition, the Pension Plan shall be amended to allow an employee, at the time of commencing a pension benefit to designate any living person as the beneficiary for any of the forms of joint and survivor annuity offered under the Pension Plan or any for the term-certain forms of benefit. In the case of an employee who is married at the time of commencing a pension, the employee may not designate any beneficiary other than the spouse without complying with the spousal consent rules of the Plan.

ARTICLE 72 PERFORMANCE STANDARDS

Frontier Communications, Inc. and IBEW Local Union No. 543 agree that 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 collective bargaining agreement.

ARTICLE 73 PRESCRIPTION PLAN MAIL ORDER PRESCRIPTION PLAN (MOPP)

Frontier Communications, Inc. and IBEW Local Union No. 543 agree to extend the provisions of the Mail Order Prescription Plan (MOPP) to employees and their eligible dependents enrolled in the sponsored Medical Plan.

Employees and dependents currently covered under the sponsored medical plan will be eligible to participate in the Mail Order Prescription Plan. Once employees (who are covered under the sponsored medical plan) retire, they and their eligible dependents may continue to participate in the Mail Order Prescription Plan on the same basis as active employees. MOPP is not available to participants in Health Maintenance Organizations (HMO's).

MOPP will be administered solely in accordance with its provisions, and no matter concerning MOPP or any difference arising there under shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the MOPP Carrier, the administration of MOPP and all of the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, or administration shall be determined by and at the sole discretion of the Company.

The Company shall have the right to amend MOPP in any way, including the selection of MOPP Carrier. However, any amendment diminishing the level of benefits contained in this Agreement or increasing the cost per prescription to the employee/dependent will be limited to those changes applicable to salaried employees.

ARTICLE 74
PRESCRIPTION PLAN
PRESCRIPTION IDENTIFICATION CARD (PIC)

Frontier Communications, Inc. and IBEW Local Union No. 543 agree to offer the Prescription Identification Card (PIC) for employees and their eligible dependents enrolled in the sponsored medical plan.

Once employees who are covered by the sponsored medical plan retire, they and their eligible dependents may continue to participate in this PIC plan on the same basis as active employees. PIC is not available to participants in Health Maintenance Organizations (HMO's)

PIC will be administered solely in accordance with its provisions and no matter concerning PIC or any difference arising there under shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the PIC carrier, the administration of PIC and all of the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, or administration shall be determined by and at the sole discretion of the Company.

The Company shall have the right to amend PIC in any way, including the selection of the PIC carrier. However, any amendment diminishing the level of benefits contained in this Agreement or increasing the cost per prescription to the employee/dependent will be limited to those changes applicable to salaried employees.

ARTICLE 75
PRIORITIES FOR FILLING VACANCIES

This Agreement establishes mutual understanding of the parties that the vacancies to be filled will be done so in the following order of priorities:

- 1st Persons returning from military leave (Article 35, Section 2.1).
- 2nd Persons returning in accordance with of Article 84.
- 3rd Persons returning from a medical leave of absence (Industrial Injury).
- 4th Persons returning from a medical leave of absence (other reasons).

- 5th Persons requesting transfer to previous job classification and work locations who have been force realigned (Article 8, Section 1.5).
- 6th Persons requesting transfer to previous job classification and work locations who have been transferred in accordance with Article 34, Section 5.
- 7th Company initiated transfer to identical job title between work locations (Article 34, Section 5).
- 8th Employees being force realigned (Article 8, Section 1.3).
- 9th Employees being rehired from layoff (Article 9, Section 6).
- 10th Requests for transfer for health reasons (Article 34, Section 2).
- 11th 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.
- 12th Persons returning from leave of absence for personal reasons (Article 24, Section 1.1) other than medical leave.
- 13th Qualified applicants who are covered under this agreement with bids on file whose permanent headquarters is in the same location as job bid (Article 34, Section 4).
- 14th Qualified applicants who are covered under this agreement with bids on file (Article 34, Section 4).
- 15th Qualified applicants with bids on file (Article 34, Section 4).
- 16th Company initiated transfers, promotion or employment (Article 1, Section 1), (Article 34, Section 3).

**ARTICLE 76
RETRAINING**

Frontier Communications, Inc. and IBEW Local Union No. 543 endorse the concept of vocational retraining for employees who are displaced from their normal classification(s) as the result of force realignment or layoff.

Vocational retraining is defined as enrollment in a state certified vocational program or state certified institution of higher learning, for the purpose of receiving training in a new vocation. Such vocations will not result in a conflict of interest with Frontier Communications, Inc. or its subsidiaries.

To be eligible to receive benefits, individuals who meet the requirements set forth in the above paragraphs must enroll in a vocational retraining program within thirty (30) days of notification of layoff. Prior to such enrollment, individuals must notify the Company of their intent to obtain approval for reimbursement of tuition and materials. Upon submitting proof of enrollment, such individuals will be reimbursed for up to 35 percent of the cost of tuition and materials to a maximum of one thousand dollars (\$1,000). Upon successful completion of the program/course(s), and the submission of proof of certification or a

passing grade, the Company will reimburse participants the amount of 65 percent of the tuition and materials. Such reimbursement when combined with the initial enrollment costs will not exceed two thousand dollars (\$2,000).

Individuals who must enroll in a related series of programs and/or courses to complete their vocational training will be eligible to continue receiving benefits as set forth in the above paragraph, as long as such training continues uninterrupted, to a maximum of two thousand dollars (\$2,000).

Approved training expenses that are covered by other employers, government benefits, scholarships, or other sources will not be eligible for reimbursement by the Company.

The Company and Union agree that this Agreement will be administered solely by the Company and is exempt from the Grievance and Arbitration provisions of the Labor Agreement.

ARTICLE 77 SALES INCENTIVE PROGRAMS

The Company may develop and implement sales and other incentive programs which will provide participating employees the opportunity to earn merchandise, cash, and other awards of value based on individual and/or collective performance in achieving standards developed and administered solely by the Company. All employees are responsible for selling the Company's products and services including generating referrals. In addition, all employees are expected to participate in sales and sales incentive plans and programs and may be required to participate. Both parties expect all employees to participate in promoting the sale of the Company's products and services. The Company will not discipline non commissioned employees solely on the bases of their sales results.

Upon ratification the Company will notify the Union of such sales or other incentive programs prior to their implementation. Upon written request from the Union, the Company will provide the Union with reports that detail the total number of employees who receive awards under each program.

The development, design, size and frequency and/or administration of such sales incentive programs are wholly within the discretion of the Company and are not subject to the Grievance and Arbitration provisions of the Labor Agreement. However, if a dispute arises regarding the amount of merchandise, cash or other awards of value earned by participating employees in accordance with the provisions of a sales incentive plan, such disputes may be resolved through the Grievance and Arbitration procedures set forth in the Labor Agreement.

ARTICLE 78 SUBSTANCE ABUSE POLICY

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.

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.

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 79
SURPLUS CLASSIFICATIONS NOTIFICATION TO SYSTEM COMPANIES

Frontier Communications Incorporated and the International Brotherhood of Electrical Workers agree that subsequent to the formal announcement of a layoff condition, the Company will notify GTE System Telephone Operation companies of our surplus classifications. If these system companies express an interest in considering our surplus employees for their vacancies, the Company will inform these surplus employees of the system transfer process and will expedite their transfer application to the degree possible as determined by management.

ARTICLE 80
SUVIVOR BENEFIT – MEDICAL CONTINUATION

An eligible surviving spouse, registered domestic partner, and dependent(s) of an active employee who participate in a Frontier medical plan, shall be provided medical coverage continuation at current contribution rate for twelve (12) months following the death of the employee.

ARTICLE 81
TEAM PERFORMANCE BONUS

- A.* The Team Performance Bonus is designed to encourage and recognize teamwork and affords employees a means of participating in the growth and success of the Company resulting from improved productivity and operating competitiveness as well as providing the potential for increased income for eligible employees.
- B.* The team performance bonus plan will include a variety of bonus components, as assigned by the Company along with relative weighting.

The bonus components for 2011 are the following:

- 1.* Take the Lead Program – revenue generated
 - 2.* Commitments Met – hit assigned targets:
 - i.* 90% for trouble tickets
 - ii.* 98% for service orders
 - 3.* Repeat Reports – hit assigned targets:
 - i.* <3% for installation
 - ii.* <8% for trouble tickets
- C.* The Company will establish the objectives for each component by January 31 of each year. The Company will communicate all objectives to the union and employees.
 - D.* All employees in the bargaining unit will be covered by the plan. The results will be measured and paid out to employees on an annual basis based on their results.
 - E.* The bonus will be prorated for new hires according to the number of full months a new hire was employed. If an employee leaves the payroll during the year preceding the year in which the bonus will be paid, the bonus will be prorated based on the number of full months worked that year.
 - F.* The plan will begin January 1, 2011 and will continue in calendar years 2012 and 2013. The annual bonus pool will be 2% of the gross base wages for the bargaining

unit employees. The payouts will be calculated based upon even weighting of bonus components with each component ranging in value from 0 – 150%. The payout percentage will range from a minimum of 50% to a maximum of 150% of the available bonus pool. It is understood the current Team Performance Award MOA will be eliminated. Payout for the 2010 Team Performance Award will be based on Verizon's first and second quarter results and combined with Frontier's third and fourth quarter results using the same metrics outlined in the Team Performance Awards MOA in effect as of July 1, 2010 merger.

ARTICLE 82 THIRD PARTY MEDICAL

Frontier Communications, Inc. and IBEW Local Union No. 543 agree that in addition to the grievance procedures set forth in Article 12 of the collective bargaining agreement, disputes regarding non-payment of sickness and accident benefits may be submitted to the appeal process established by the Company's benefit administrator.

All costs of any such appeal will be borne by the Company, including, but not limited to, the cost of any necessary independent medical examiner.

ARTICLE 83 TRAINING FAILURE

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).

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 84 VACATION DONATION

The Company and the Union agree to permit employees to donate their vacation time their coworkers subject to the following guidelines:

- 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 32, Section 3.2.1 or due to an unexpected dire situation.
- 2.** Employees must exhaust all eligible paid time prior to utilizing donated vacation.
- 3.** The maximum number of donated vacation days an employee can receive is twenty (20) days, unless expanded by mutual agreement.
- 4.** Each employee may donate up to five (5) vacation days. Donating employees must be from the same department as the receiving employee.

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.
6. The employee in need cannot personally solicit other employees to donate their vacation.
7. None of the provisions of this agreement are subject to the grievance or arbitration process.
8. This agreement can be cancelled by either party with 30 days notice.

**ARTICLE 85
VACATION / HOLIDAY SCHEDULING PRIORITY**

This Article sets forth the guidelines to be followed in the assignment of Vacation/Holiday time.

1. Week-at-a-time current year and carryover vacation (in accordance with Article 22) through December 31, 2012.
2. Day-at-a-time current year and carryover vacation through December 31, 2012 (in accordance with Article 22).
3. Personal Holidays (in accordance with Article 23).
4. Banked Vacation through December 31, 2012.
5. Excused Time (in accordance with Article 22, Section 5).

Additionally, when an employee cancels previously approved vacation or holiday time, with service requirements permitting, management will notify the work group of the opportunity to request the available vacation or holiday time.

**ARTICLE 86
VACATION UTILIZATION 2 HOUR SCHEDULING**

Frontier Communications, Inc. and IBEW Local Union No. 543 agree that hourly employees may request up to one (1) week of vacation time to be scheduled in two (2) hour increments subject to the usual vacation scheduling process.

**ARTICLE 87
VISION PLAN**

1. Frontier Communications, Inc. and IBEW Local Union No. 543 agree to implement the provisions of the Vision Plan as set forth in this Agreement.
2. For a summary of details, refer to the attachment entitled Vision Plan Highlights.
3. Some of the major provisions include:
 - No annual deductible
 - Eye exam every 12 months

- One pair of prescription eyeglasses lenses or contact lenses every twelve (12) months
 - New frames every 24 months
4. Employees are automatically eligible for the Vision Plan after enrollment in any Frontier Communications Inc. medical option. If an employee should waive Frontier Communications Inc medical coverage the employee will not be enrolled in the Vision Plan.
5. The cost of the Vision Plan coverage will be paid by the Company.
6. The amount and availability of benefits under the Vision Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the Vision Plan, selection of the insurance carrier, eligibility for the benefits, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving Vision Plan terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the Collective Bargaining Agreement.

Summary of VSP Plan for Frontier Communications, Inc.

Feature	Participating VSP Provider	Non-VSP Provider
<hr/>		
<u>Annual Deductible</u>	None	None
<hr/>		
Eye Exam (Once every 12 months)	You pay the VSP provider a \$25 co-payment No claim filing is required	You pay the expense in full and file a claim with VSP The plan reimburses you up to \$38
<hr/>		
Lenses (Once every 12 months)		
Single Vision	100%	Up to \$37
Lined Bifocal	100%	Up to \$60
Lined Trifocal	100%	Up to \$66
Lenticular	100%	Up to \$80
<hr/>		
Frames (Once every 24 months)		
	100% up to \$105 allowance	Up to \$35
<hr/>		
Contact Lenses-in lieu of lenses & frame		
(Once every 12 months)	Covered in Full after co-pay Up to \$105	Up to \$165 Up to \$105
<hr/>		

Medically Necessary Elective

Laser Vision Correction Discounts available

No discounts available

Professional Provider Services

Standards of care for eye examinations are entirely consistent with those established by the State Departments of Health and include preventive eye care with glaucoma testing, refractive care and the prescribing of eyeglasses.

Each patient receives a comprehensive eye examination with a preferred optometrist or ophthalmologist which includes the following components:

Case History – chief complaint, eye and vision history, medical history

Entrance distance acuities

External ocular evaluation including slit lamp examination

Internal ocular examination inclusive of dilated fundus evaluation

Tonometry

Distance refraction – objective and subjective

Binocular coordination and ocular motility evaluation

Evaluation of papillary function

Biomicroscopy

Gross visual fields

Assessment and plan

Patient education

Form completion – school, motor vehicle, etc.

All of these components are fully within the education, training and scope of licensure for both optometrists and ophthalmologists.

Extra Discounts and Savings

Glasses and Sunglasses

Average 35 – 40% savings on all non-covered lens options

30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your Well Vision Exam. Or get 20% off from any VSP doctor within 12 months of your last Well Vision Exam

Contacts

15% off cost of contact lens exam (fitting and evaluation)

Laser Vision Correction

Average 15% off the regular price or 5% off the promotional price. Discounts only available from contracted facilities.

After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor.

Non-VSP Provider

1. Visit vsp.com or call Member Services at 1-800-877-7195 for details, if you plan to see a provider other than a VSP doctor.
2. Member can obtain services or materials from a provider other than a VSP doctor.
3. When services and or materials are obtained the member must pay in full.
4. The member can submit the claim for reimbursement up to their Open Access schedule.

ARTICLE 88
VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

Frontier Communications Inc (hereinafter referred to as the Company) and IBEW Local Union No. 543 (hereinafter referred to as the Union) hereby mutually agree to the establishment of an Internal Revenue Code Section 501 (c) (9) trust (also known as Voluntary Employees Beneficiary Association trust) to provide for the payment of medical or other permissible welfare benefits and administrative service costs (“Retiree Medical Benefits”) for eligible employees hired prior to September 12, 2010, with a service or disability pension under the Contel Pension Plan or the Verizon California Inc. Plan for Hourly-Paid Employees’ Pensions and their beneficiaries (hereinafter referred to as the Eligible Participants). This trust is being established to provide benefit security for the term of this Agreement.

1. The funding and operation of this trust will be determined by the Company based on the reasonable financial standards (and where applicable, regulatory approval for recovery).
2. The Company agrees that funds placed into this trust will be used exclusively to pay for the benefits and administrative costs described below or for any other purpose permitted by law.
3. The level and type of Retiree Medical benefits shall be governed by the Point of Service (POS) plan description for in area non-Medicare eligible participants and by Summary Plan Description for out of area non-Medicare eligible participants and Medicare eligible participants which may be amended or discontinued by the Company at its discretion subject to paragraph 8 below.
4. In order to receive Retiree Medical Benefits, employees who retire on or after September 12, 2010 must pay a percentage/amount of the Retiree Medical premium (“Retiree Contribution Percentage/Amount”). Similarly, the Company will pay a percentage/amount of the premium (“Company Contribution Percentage/Amount”), subject to Section 5 below. During the term of this Agreement, the Company and Retiree Contribution Percentages/Amount will be based on the following contribution schedule:
 - A. For employees retiring between September 12, 2010 and May 25, 2013 the following service linked contribution schedule applies:

<u>Years of Service At Retirement</u>	<u>Company Contribution</u>	<u>Retiree Contribution</u>
Less than 10	0%	100%
10 through 14	20%	80%
15 through 19	40%	60%
20 through 24	60%	40%
25 through 29	80%	20%
30 and Over	90%	10%

5. (a) The Company shall determine the cost of providing Retiree Medical Coverage (“Retiree Medical Benefits Premiums”). Further, it is the company’s intention to cap the amount it pays toward such retiree Medical Benefits Premiums for employees who retire on or after **September 12, 2010**.

(b) When the Retiree Medical Benefits Premiums for the Point of Service (POS) plan (in area non-Medicare eligible participants) or premiums for the \$350 deductible coverage option under the FRONTIER RETIREE OPTIONS (Medicare eligible participants and out of area non-Medicare eligible participants) reaches the figures set forth in the chart below (“Capped Retiree Medical Benefits Premiums”) during the period through December 31, 2005, or when the Retiree Medical Benefits Premiums for the \$400 deductible coverage option reach the figures set forth in the chart below during the period from January 1, 2006 through September 11, 2010, the Company Contribution Amount shall be capped and the Company shall make no additional contributions towards Retiree Medical Benefits Premiums.

<u>Coverage Category</u>	<u>Capped Retiree Medical Benefits Premium</u>	
	<u>Through December 31, 2005</u>	<u>As of January 1, 2006</u>
Retiree only (primary coverage)	\$6,314	\$11,500
Retiree plus one dependent coverage	\$12,628	\$23,000
Family Coverage	\$14,144	\$26,000
Medicare covered Retiree (per eligible life)	\$1,642	\$4,900

(c) The Maximum Company Contribution Percentage amount applicable to each Coverage Category shall be determined by multiplying the applicable Company Contribution Percentage times the Capped Retiree Medical Benefits Premium as set forth above for that coverage. The applicable Maximum Company Contribution Amount shall not increase when the Retiree Medical Benefits Premium exceeds the amount set forth in the chart above.

6. In order to receive Retiree Medical Benefits, the retiree must pay the Company the amount the Retiree Medical Premium exceeds the Company Contribution Amount as described in paragraphs 4 and 5 above (“Retiree Contribution Amount”). When the Retiree Medical Benefits Premium reaches or exceeds the Capped Retiree Medical Benefit Premium, the retiree must pay the Company the amount the Retiree Medical Benefits Premium exceeds the Maximum Company Contribution Amount.
7. The Capped Retiree Medical Benefits Premium and the Maximum Company Contribution Amount set forth in paragraph 5 above is based upon the \$350 deductible coverage option for

the period through December 31, 2005, and the \$400 deductible coverage option for the period from January 1, 2006 through September 11, 2010. If the retiree elects the \$150 deductible coverage option, during the period through December 31, 2005, the Retiree Contribution Amount will increase by the amount the \$150 deductible coverage option exceeds the \$350 deductible coverage option during that period. If the retiree elects the \$200 deductible coverage option, during the period from December 31, 2005 through September 11, 2010, the Retiree Contribution Amount will increase by the amount the \$200 deductible coverage option exceeds the \$400 deductible coverage option during that period. If the retiree elects the \$1000 deductible coverage option, the Retiree contribution amount will decrease by the amount the \$1,000 deductible coverage option is less than the \$350 deductible coverage option (not to exceed zero) during the period through December 31, 2005, and by the amount it is less than the \$400 deductible coverage option during the period from January 1, 2006, through September 11, 2010. When the Retiree Medical Benefit Premiums for the \$350 deductible coverage option reach the amounts set forth in the chart in paragraph 5 during the period through December 31, 2005 or when the Retiree Medical Benefit Premiums for the \$400 deductible coverage option reach the amounts set forth in the chart in paragraph 5 during the period from January 1, 2006, through September 11, 2010, the Company Contribution amount for all coverage options, including the \$150 deductible coverage option, available through December 31, 2005, the \$200 deductible coverage option, available from January 1, 2006, through September 11, 2010 and the \$1,000 deductible coverage option, shall be capped at that time and the Company shall make no additional contributions toward Retiree Medical Benefits.

8. The Company agrees to notify the Union and to discuss its actions should the Company determine that the funding or operation of the trust and/or applicable sections of this Agreement, other than pooling of claims experience and those sections relating to the level and type of Retiree Medical Benefits, need to be modified or rescinded prior to the expiration of the Article of Agreement. This notification will take place, in writing, within fifteen (15) calendar days prior to the date of modification or rescission. This notification will specify the cause for and effect of this action. If the parties are unable to reach agreement on such changes, the funding or operation of the trust and/or applicable sections of this Agreement, other than pooling of claims experience and those sections relating to the level and type of Retiree Medical benefits, will be modified or rescinded at the Company's discretion.
9. The funding and operation of the trust, the level and administration of the Retiree Medical Benefits; amount or cost of premiums, premium pricing mechanisms; the attainment of the Maximum Company Contribution Amount; the selection of the claims administrator, alternate health carrier or insurance carrier; eligibility for benefits; all terms and conditions related hereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.

ARTICLE 89 WORKGROUP

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 90
RETIREE LIFE INSURANCE**

Frontier Communications, Inc. and IBEW Local Union No. 543 agree to make available to employees who hired on or before September 11, 2010, with a service or disability pension under the Verizon California Inc. Plan for Hourly-Paid Employees' Pensions, a \$5,000 retiree life insurance benefit.

**ARTICLE 91
SUPPLEMENTAL TERM LIFE INSURANCE**

Frontier Communications, Inc. agrees to make available, without endorsement, the opportunity for employees to enroll in Supplemental Term Life Insurance.

For a summary of details refer to the Life Insurance Summary Plan Description (SPD).

Supplemental Term Life Insurance will be administered solely in accordance with its provisions, and no matter concerning Supplemental Term Life Insurance or any difference arising there under shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of Supplemental Term Life Insurance and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.

**ARTICLE 92
PERSONAL LINES OF INSURANCE**

1. Frontier Communications, Inc. agrees to continue, without endorsement, the opportunity for regular full or part-time hourly employees of the Company who are covered by the Collective Bargaining Agreement to purchase automobile, home and other personal property and casualty insurance through payroll deduction.
2. Personal Lines of Insurance will be administered solely in accordance with its provisions, and no matter concerning Personal Lines of Insurance or any difference arising there under shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of Personal Lines of Insurance and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.
3. The Company reserves the right at any time, and from time to time, to modify or amend in whole or part, and all provisions of the agreement with the Insurance Carrier, to change Insurance Carriers, or to terminate the agreement with the Insurance Carrier.

**ARTICLE 93
PENSION PLAN – PENSION MINIMUMS**

Frontier Communications, Inc. and IBEW Local Union No. 543 agree to the provisions of the Plan for Hourly Employees' Pensions.

1. The following provisions continue to be in place:

Years of Accredited Service	Annual Minimum Pension
40 or more years	\$12,900
35 but less than 40 years	\$11,300
30 but less than 35 years	\$9,800
25 but less than 30 years	\$8,200
20 but less than 25 years	\$6,600
15 but less than 20 years	\$5,200

ARTICLE 94 PENSION ACCRUAL SERVICE

1. Frontier Communications, Inc. and IBEW Local Union No. 543 agree to modify the pension treatment for hourly employees who leave a former GTE company and subsequently are employed by a former Bell Atlantic company.
2. Effective as soon as administratively possible, hourly employees who leave the employ of a fGTE company and who subsequently are employed by a former Bell Atlantic company will begin participation in the applicable Verizon Pension Plan for New York and New England Associates (the New York/New England plan) or the Verizon Pension Plan for Mid-Atlantic Associates (the Mid-Atlantic plan) in accordance with the participation eligibility provisions of the applicable plan. The hourly employee will continue to earn Vesting Service and Accredited service for purposes of retirement eligibility under the (fGTE) Hourly Pension Plan while employed by the fBA company, subject to any applicable bridging requirements. Accredited Service for pension accrual purposes under the (fGTE) Hourly Pension Plan will stop as of the date the hourly employee stops working for the fGTE company.
3. Employees who begin working for a fBA company will begin participation in the New York/New England or Mid-Atlantic plan, whichever is applicable, on the date specified by the participation eligibility provisions of those plans. Service recognition under the New York/New England or Mid-Atlantic pension plan will be based on the provisions of those plans.
4. Frontier Communications Inc will provide a defined pension plan benefit based upon:
 - (a) The Verizon (FGTE) Hourly Pension Plan accrued benefit as of the date of termination with the fGTE company determined using the average annual compensation earned at the fGTE company for the five consecutive highest paid years earned up to the date employment with the fGTE company ended and Accredited Service earned up to the date employment with the fGTE company ended.

PLUS
 - (b) The accrued benefit earned under the New York/New England plan or the Mid-Atlantic plan, whichever is applicable, based upon Verizon service credited under the applicable plan.
5. The amount and availability of benefits under the Pension Plan are governed by the provisions of the Pension Plans and are subject to ERISA, the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the

Pension Plans in effect at the time employees separate from service, except as required by applicable law or a subsequent plan amendment. The operation and administration of the Pension Plans, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Pension Plans shall rest with the applicable plan fiduciaries of the Pension Plans and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.

ARTICLE 95 OVERTIME

Frontier Communications, Inc. and IBEW Local Union No. 543 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.

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.

ARTICLE 96 HEALTH CARE MEETINGS

The Company and the Union agree to meet periodically, upon request of either party, to evaluate the effectiveness of the overall medical and dental care plans. These discussions shall include such subjects as; costs, access, quality, trends, and employee education of health care programs.

ARTICLE 97 FINGERPRINTING

Frontier Communications, Inc. and IBEW Local Union No. 543 agree to the following process regarding the implementation of Assemble Bill 1610, Section 45125.1 of the California Education Code.

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
- Central Office Technician
- Sr. Communications Specialist

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. 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.

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.

All potential new hires, rehires and transfers into any of the above-mentioned classifications 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.

If the above mentioned law is revised, the parties agree to revise this Agreement as is necessary.

If the above mentioned process 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.

The parties agree that this agreement 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 98 DENTAL PLAN – ALTERNATIVE

Frontier Communications, Inc. will offer at least one alternative Dental Plan option to employees and their dependents. Enrollment eligibility will be the same as required in the Primary Dental Plan. Coverage under the Plan begins thirty (30) days from the date of hire or the date the employee enrolls, whichever is later.

The monthly employee contribution shall be that listed in Article 49 Dental Plan of this Agreement and the part-time contributions shall be that listed in the Article 71 Part-Time Contributions.

In the event the company(s) providing the alternative Dental Plan does not meet the requirements of Frontier Communications, Inc. the Company reserves the right to immediately terminate the Plan.

ARTICLE 99 WORK ASSIGNMENT FLEXIBILITY AND JOB SECURITY

In recognition of intensifying competition throughout the industry and in our service areas in Nevada, as well as the growing importance of maximizing customer satisfaction and operational

efficiencies to stave off competitive inroads, the Company and the Union agree to the following:

1. Whenever possible, and consistent with operational efficiencies as determined by the Company, an employee is expected to complete an entire job assignment, whether or not some of the tasks necessary to complete the job are normally performed by employees in a different job classification. This “single dispatch/single work assignment” principle applies primarily to Customer Service Technician and is conditioned on an employee being trained, qualified, and equipped to safely perform the tasks necessary to complete the entire job. This primary focus on Customer Service Technicians shall not preclude the application of these principles to other classifications in order to provide superior customer service; the Company, the Union, and employees will continue to work together to improve customer service and operational efficiency.
2. In order to complete a job in a single dispatch and/or work assignment, as provided for in Paragraph 1, a Customer Service Technician who is assigned to, or performs, work that is normally performed by a different classification, may do so during the scheduled and nonscheduled hours of the classification and work groups that normally perform the work in question.
3. The parties’ overriding objective is to utilize employees in a common sense manner to complete work, wherever possible, in a single dispatch or assignment, and to avoid the inconveniences to customers, operational inefficiencies, and overall competitive disadvantages associated with dispatching or assigning more employees than are needed to efficiently and safely complete a job.
4. Both the Company and the Union recognize that long term job security with the Company is dependent upon meeting and beating the competitive challenge, and that overall job security is enhanced through employees enhancing their skills and broadening the scope of work they are qualified to perform.
5. Continued training, on and off the job, is a critical component of enhanced job security. In recognition of the importance of self-motivated training, the Company will pay all technicians an hourly differential for attaining the following certifications:

Certification Incentive Differentials:

- Comp TIA + \$0.25 per hour
- Network Plus \$0.25 per hour
- CCNA \$0.50 per hour

If an employee has all three certifications, the employee will receive a total differential of \$1.25 per hour.

The cost of courses and examinations to acquire such certification may be eligible for reimbursement under the Tuition Reimbursement Program. Preparation for the certification examinations shall be on an employee’s own time unless the Company offers the training in connection with the employee’s current position.

In addition to the initiatives set forth above, the parties agree that in order to improve the Company's competitive position as well as the overall service we provide to our customer, the following current job classifications will be combined into the new job classifications shown below:

- 1. Sales and Service Technician I:** The duties and functions of the Cable Splicer, Customer Service Technician II and OSP Construction Installer/Splicer are combined into the new job classification of Sales and Service Technician I, which will be placed on wage schedule C9. This job classification encompasses the functions and duties of the Customer Service Technician I. All employees currently in one of the foregoing job classifications shall be reclassified accordingly. Future technician openings in these former job classifications will be posted for this classification only.
- 2. Central Office Technician:** This job classification encompasses the functions and duties of Equipment Installer and Equipment Maintainer. All employees currently in one of the foregoing job classifications shall be reclassified accordingly. Future technician openings in these former job classifications will be posted for this classification only.

For purposes of vacation selection, employees will continue to select their vacation time within their current work groups. In the event there is a change in an employee's reporting center, the employee will select vacation within his or her new work group. Newly hired or promoted employees will select their vacation time based on the work group into which they are placed.

The designation of job classifications wherever they appear in the Agreement will be modified to conform to the new job classifications set forth above.

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