

AGREEMENT

BETWEEN

**VALOR TELECOMMUNICATIONS OF TEXAS, LLC
d/b/a WINDSTREAM COMMUNICATIONS SOUTHWEST and
WINDSTREAM COMMUNICATIONS OF KERRVILLE, LLC**

AND

**COMMUNICATIONS WORKERS OF AMERICA
LOCAL UNION NO. 6171**

Effective

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March 1, 2020 Through February 29, 2024

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TABLE OF CONTENTS

	Page
ARTICLE 1 - RECOGNITION	4
ARTICLE 2 - NONDISCRIMINATION	4
ARTICLE 3 - UNION SECURITY	5

ARTICLE 4 - PAYROLL DEDUCTION OF DUES	5
ARTICLE 5 - MANAGEMENT RIGHTS	6
ARTICLE 6 - BARGAINING AND CONTRACT ADMINISTRATION	7
ARTICLE 7 - RESPONSIBLE UNION – COMPANY RELATIONSHIP	8
ARTICLE 8 - UNION ACTIVITY AND LEAVES	9
ARTICLE 9 - GRIEVANCE PROCEDURE	12
ARTICLE 10 - ARBITRATION OF GRIEVANCES	14
ARTICLE 11 - DISCIPLINE AND PERSONNEL RECORDS	16
ARTICLE 12 - EMPLOYEE CLASSIFICATIONS	16
ARTICLE 13 - SENIORITY	17
ARTICLE 14 - NET CREDITED SERVICE	19
ARTICLE 15 - WAGES	20
ARTICLE 16 - DIFFERENTIALS AND OVERTIME	21
ARTICLE 17 - WORK SCHEDULES AND TOURS	25
ARTICLE 18 - HOLIDAYS	28

Sensitivity: Internal

ARTICLE 19 - VACATIONS	32
ARTICLE 20 - WORKING PRACTICES	37
ARTICLE 21 - SAFETY PRACTICES	39
ARTICLE 22 - TOOLS AND EQUIPMENT	40
ARTICLE 23 - JOB TITLES OF EMPLOYEES AND CHANGES IN ASSIGNMENT	41
ARTICLE 24 - JOB APPLICATION PROCEDURE	44
ARTICLE 25 - BOARD AND LODGING	47
ARTICLE 26 - FORCE ADJUSTMENT	51
ARTICLE 27 - ABSENCE FROM DUTY	57

ARTICLE 28 - TERMINATION ALLOWANCE	61
ARTICLE 29 - PENSIONS	63
ARTICLE 30 - CONTRACT LABOR	64
ARTICLE 31 - GROUP INSURANCE	64
ARTICLE 32 - ILLNESS TREATMENT	66
ARTICLE 33 - MILITARY LEAVE AGREEMENT	72
ARTICLE 34 - DEFINITIONS	74
ARTICLE 35 - CONTENTS AND VALIDATION	78
ARTICLE 36 - DURATION	79
APPENDIX A - EXCHANGES	80
APPENDIX B - WAGE SCHEDULE GUIDE WAGE SCHEDULES	83

Sensitivity: Internal

APPENDIX C - DUES DEDUCTION AUTHORIZATION CARD	89
APPENDIX D – LETTER OF UNDERSTANDING – ABSENCE FROM DUTY	91
MEMORANDUMS OF AGREEMENT	
ARBITRATION PROCEDURE	93
CLASSIFICATIONS	95
COMMON INTEREST FORUM (CIF)	96
CONTRACT LABOR REPORTING	98
DRUG & ALCOHOL POLICY	100
EVOLVING TECHNOLOGIES	101
FAMILY AND MEDICAL LEAVES OF ABSENCE (FMLA)	102
FORCE ADJUSTMENT BOUNDARIES	105
FORCE ADJUSTMENT BUMPING RESTRICTIONS	106
GLOBAL POSITIONS SYSTEMS (GPS)	108
HOME DISPATCH	109

INTEGRATION OF KERRVILLE	111
JOBS OF THE FUTURE	112
LUMP SUM PAYMENT OPTION	113
MEDICAL REIMBURSEMENT PLAN AND DEPENDENT CARE REIMBURSEMENT PLAN	114
NON-PRECEDENT SETTING AGREEMENT	115
OVERTIME	116
RETAIL SALES CONSULTANT INCENTIVE COMPENSATION PLAN	118
RETIREE MEDICAL HEALTH BENEFITS	119
SALES INITIATIVES PROGRAM	121
TUITION REIMBURSEMENT	123

Sensitivity: Internal

124	WINDSTREAM 401K PLAN	
	WINDSTREAM GROUP HEALTH AND WELFARE BENEFITS PLANS	126
	EMPLOYEE RETIREMENT PLAN CHOICE	127
130	EMPLOYEE CONCESSION	
131	PROTECTIVE FOOTWEAR	
132	HEALTHCARE	

AGREEMENT

This Agreement is effective March 1, **2020**, by and between Valor Telecommunications of Texas, LLC, d/b/a Windstream Communications Southwest, and Windstream Communications of Kerrville, LLC, or their successors, hereinafter referenced as the “Company” or “Management” and the Communications Workers of America, hereinafter referred to as the “Union”, and the employees of the Company in the bargaining unit.

ARTICLE 1 UNION RECOGNITION

- 1.1 The Company recognizes the Union as the exclusive collective bargaining agency for all non-supervisory, non-professional and non-administrative employees within the Company with the exception of: (a) secretaries or clerical employees who handle confidential personnel information and who report directly to Company Officers, Directors, Division Vice President and Department Managers; and (b) any and all employees located in Company’s Headquarters Building in Irving, Texas, or subsequent location. The Company agrees that to the extent employees who perform work currently recognized as bargaining unit work are in the future assigned to work in the Company headquarters, such employees shall be included within the bargaining unit.
- 1.2 This Agreement recognizes the Union's right to sole and exclusive representation for collective bargaining purposes of the eligible employees of the Company as limited by the Labor Management Relations Act of 1947 and concerning wages, hours, working conditions and other conditions of employment.
- 1.3 The Company and the Union agree that during the term of this Agreement there shall be no lock-outs. The Union and the Company agree that during the same period, neither the Union nor its agents will authorize, instigate, aid, condone, or engage in work stoppage, slow down or strike. In the event any such work stoppage, slow down or strike or threat thereof should occur, the Union and its officers will do everything within their power to end or avert the same.

ARTICLE 2 NON-DISCRIMINATION

Both parties reaffirm their intention that the provisions of this Agreement will continue to be applied without discrimination because of race, color, age, religion, national origin, sex, mental or physical disability or veteran status of the employee. Nothing in this Agreement or the parties’ Memorandum of Understanding shall be applied or interpreted to restrict either party from taking whatever action it deems appropriate to

comply with applicable disability non-discrimination statutes.

ARTICLE 3 UNION SECURITY

- 3.1 The Company agrees to keep in its employ only members in good standing with the Union. For the purpose of this section, tender of the initiation fee on or immediately following the thirtieth (30th) day of employment or the effective date of this Agreement, whichever is later, and tender of the periodic dues uniformly required as a condition of acquiring and retaining membership, shall constitute membership in good standing in the Union.
- 3.2 The provisions of this Article shall not apply to any employee in any State in which the application of such provision would be inconsistent with the law of such State.
- 3.3 The Company may inform employees and applicants for employment of their rights and obligations under the provisions of this Article.

ARTICLE 4 PAYROLL DEDUCTION OF DUES

- 4.1 The Company agrees that, upon receipt of a written request for deduction of Union membership dues signed by an employee, it will deduct from such employee's wages the amount specified in such request and transmit the sum so deducted, along with a list of all eligible employees in the Bargaining Unit designating for whom such deduction has been made, to the Secretary-Treasurer of the Union subject to all conditions contained in the Dues Deduction Authorization Card, designated as Appendix "C", a copy of which is a part of this Agreement. The list referred to above, shall set forth each employee's mailing address, employee number, work location, title, and wage rate. Additionally, Company agrees to furnish to the Union, on or before December 1, a list of all employees within the designated bargaining unit showing name, employee number, work location, job title, and seniority date.
- 4.2 An authorization by an employee for deduction of Union dues may be revoked by means of an individual written notice to the Company and the Local Union sent by the employee by Registered or Certified Mail, Return Receipt Requested. Such notice of revocation must be postmarked during the fourteen (14) day period prior to each anniversary date of the current collective bargaining agreement.

- 4.3 It shall be the responsibility of the Secretary-Treasurer of the Union to certify to the Company, in writing, the amount of the periodic Union membership dues uniformly required by each Local and that such amount was duly established in accordance with the Union's Constitution and the Bylaws of such Local.
- 4.4 The Union membership dues will be deducted from the pay earned during the first payroll period ending in each calendar month, provided there is sufficient pay available after other deductions are made in accordance with the established priority of deductions. If there is insufficient pay earned in the first payroll period from which to make such deduction, it will be deducted from subsequent payroll periods closing with the same calendar month.
- 4.5 The Company agrees to furnish the appropriate National Vice President of the Union, each month, with the names of all new eligible employees employed within the collective bargaining unit during the preceding month. The notification shall state the employee's name, residence address, and work location.
- 4.6 No charge shall be made to the Company for the cost incurred in carrying out this undertaking and in furnishing the service and information described in Paragraphs 4.1 and 4.5 of this Article.
- 4.7 The Union agrees to indemnify the Company and hold it harmless from all claims, damages, costs, fees or charges of any kind, except as provided in Paragraph 4.6 above, which may arise out of the honoring by the Company of dues deductions authorizations in accordance with the provisions of this Article and the transmitting of such deducted dues to the Union, or the Union Security provisions set forth in Article 3 of this Agreement.

**ARTICLE 5
MANAGEMENT RIGHTS**

- 5.1 This Agreement shall not limit the Company in the exercise of any of the generally recognized customary rights of management to hire new employees, to discharge for cause, to promote, demote, transfer and lay off in accordance with the provisions of this Agreement, to establish work schedules and hours of work; to use improved methods, materials or equipment; to determine work assignments and tours; to develop and administer work standards and performance requirements; to be the sole judge of the quality and acceptability of Communications services rendered to the public; and to discipline for violation of Company rules. All other customary management rights shall be

Sensitivity: Internal

reserved solely by the Company.

- 5.2 The Company shall determine the size of the work force for all departments and shall make such adjustments in the size of the work force as are necessary

and shall make such adjustments in the size of the workforce as are necessary to insure a profitable operation of the Company.

ARTICLE 6 BARGAINING AND CONTRACT ADMINISTRATION

- 6.1 Meetings between the Union and the Company for the purpose of collective bargaining and for the adjustment of grievances shall be conducted by and between the duly authorized representatives of the Union and the Company upon request and reasonable notice at such times and places as may best suit the convenience of the parties.
- 6.2 The Company agrees to designate appropriate Management representatives to meet and deal with appropriate designated representatives of the Union.
- 6.3 The Union and the Company agree to provide each other with the current lists of the authorized representatives and officers qualified to represent the respective parties.
- 6.4 The Company and the Union agree not to change, add to, or delete from the titles and wage rates listed in Appendix B during the term of this Agreement, except as provided by the following:
 - a. The Company shall have the right in its discretion to establish new job titles or revise existing job titles to maintain efficient operations. The Company will provide to the Union a job description for the new title and the wage rate.
 - b. If the Union is dissatisfied with the wage rate, it may request negotiations within twenty (20) days of the receipt of the job description.
 - c. If the Company and Union cannot agree in negotiations, disputes over the wage rate of the new or revised job title may be referred to the grievance and arbitration procedure.
- 6.5 The Company shall pay the Group Health, Dental and Life Insurance premiums, equal to that amount normally paid for regular full-time employees, for two (2) Company employees of the Union Negotiating Committee for the month prior and the portion of the month up to and including the expiration date of the labor agreement. Additionally, the Company will pay the two (2) Union Negotiating

Sensitivity: Internal

Committee members for up to eight (8) hours per day (maximum forty (40) hours per week) for time spent in negotiations and travel time to and from negotiations.

**ARTICLE 7
RESPONSIBLE UNION-COMPANY RELATIONSHIP**

- 7.1 The Company and the Union recognize that it is in the best interest of both parties, the employees, and the public, that in the interest of efficiency, productivity, and amiable labor relations, all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union will apply the terms of the Agreement in accordance with the bargained for intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit.
- 7.2 The parties also recognize that their mutual long-term success in the face of increased competition in the communications industry will be dependent on the provision of high quality products and services, as well as increased sensitivity at all levels to competitive activity and to customer needs, expectations and perceptions. Both parties agree in principle that these challenges require increased individual and collective emphasis on involvement, teamwork, innovation, pride and commitment to quality. The parties will endeavor to support and promote the acceptance of these principles by all employees at all

levels.

- 7.3 It is mutually recognized that the preceding paragraphs 7.1 and 7.2 are but a statement of broad principle and as such are exempt from the provisions of Article 9.
- 7.4 The Company will not interfere with the Union. The Company agrees not to coerce or interfere with any employee with the object of restraining membership in the Union nor to discriminate in any way against employees because of membership in the Union.
- 7.5 The Company, its officers and supervisors shall not interfere with the rights of employees to become and remain members of the Union and shall not in any manner, directly or indirectly, discriminate against, interfere with, coerce, restrain, discharge, demote, transfer, or discipline any employee by reason of his or her membership or non-membership in the Union.
- 7.6 The Union, its officer, stewards and members shall not in any matter, directly or indirectly, discriminate against, interfere with, coerce or restrain any employee by reason of his or her membership or non-membership in the Union.

Sensitivity: Internal

88

- 7.7 The Company agrees to introduce all new employees who are covered by this Agreement to a Union Steward responsible for the employee's department. The introduction may be in person or via phone. Any meeting between the Union Steward and the Employee shall not take more than 15 minutes following the introduction.
- 7.8 List of Union Representatives. The Union agrees to furnish and maintain a current list of its Union Representatives. Such list shall be given to the Director of Labor Relations of the Company.

ARTICLE 8 UNION ACTIVITY AND LEAVES

- 8.1 Local Union representatives or members may solicit members and carry on similar Union activity outside of working periods, in their own offices, in space where no Company operations, customer contact activities, or administrative work is performed. Any such activity shall be carried on in such a manner as not to interfere with the rights of an individual employee.
- 8.2 Union activities may be carried on by local Union representatives at locations specified by the State or District manager. Reasonable notice shall be furnished by the Union to Management requesting use of such locations.
- 8.3 Employees elected or selected to full-time positions in the International or Local Union which take them from their employment with the Company, shall, upon written request to the Company, each receive leaves of absence for periods of twelve (12) months, the sum total of which shall not exceed fifteen

(15) years. Upon return they shall be reemployed at work generally similar to that which they did last prior to their leaving. Employees who return shall be assigned to the same position on the wage schedule where they were working at the time their leave of absence commenced.

- a. A request for leave of absence for Union business shall be in writing from the Union and shall be furnished to the Company at least thirty (30) calendar days in advance of the original request for leave. At least fifteen (15) calendar days notice shall be furnished to the Company in writing in advance of each subsequent twelve (12) months leave.
- b. Not more than four (4) such employees shall be granted a leave of absence for Union business at a time.
- c. Employees who are allowed a leave of absence for Union business

Sensitivity: Internal

88

shall take such leave without prejudice to their job rights and credited service.

- d. Sick benefit credits and wage progression credits will not accumulate while an employee is on leave of absence for Union business. Changes in the basic hourly rate for the employee's wage step will be recognized for the purpose of pension calculations.
- e. Pension credits and full wage credit for pension purposes will accumulate to employees while on leave of absence for Union business.
- f. Employees who do not return to work as specified in their request for leave of absence shall be considered to have automatically terminated their employment effective on the date when the leave of absence started.

8.4 Incidental leaves of absence for Union duties. Employees of the Company who are officers of the Union Local, not to exceed four (4) in number, may upon fifteen (15) days written notice to the Company be granted incidental leave of absence without pay in accordance with the following, provided service requirements will permit:

- a. A leave of absence shall be for not less than a period of thirty (30) days or more than sixty (60) days, and must run continuously.
- b. Any such leave of absence shall not prejudice an employee's job rights nor shall the period of such leave be deducted from an employee's credited service or cause a break in such service.
- c. Any portion of such leave of absence over thirty (30) days shall not be counted for wage progression purposes.
- d. If the Union shall request an extension of such leave of absence, such an extension shall be considered under the terms of Paragraph 8.3 (including subsections).

7.5 Employees of the Company who are officers of the Union shall, upon reasonable notice to the employee's immediate supervisor, be allowed to take time off without pay up to and including forty (40) scheduled working days per contract year, provided, however, that no more than ten (10) scheduled working days of time off

provided, however, that no more than ten (10) scheduled working days of time off granted under that section shall run consecutively. Reasonable notice shall be forty-eight (48) hours. Time off may be granted with less than forty-eight (48) hours notice by the employee's immediate supervisor in case of emergency if the service requirements permit. It is understood and agreed that in those cases where the Union Officer has knowledge of the need to be off in advance of forty-eight (48) hours, it is incumbent upon such Officer to give the immediate

Sensitivity: Internal

- supervisor as much advance notice as possible.
- 7.6 Time off for Union business for other employees may be granted upon seventy-two (72) hours notice to the employees' supervisor. If the service requirements permit, the other provisions of Paragraph 8.5 shall apply.
- a. The Company and Union agree to meet and discuss individual cases where an employee requests to exceed the time limit specified in paragraph 8.5. The Company agrees to take into consideration any extenuating circumstances presented by the employee before determining whether to grant the request.
 - b. Grievances filed under paragraph 8.6 a. are excluded from the provisions of Article 10.
- 8.7 If the Union shall request an extension of time off for Union business, such an extension shall be considered under the terms of Paragraph 8.3 and 8.4 of this Article.
- 8.8 For Union convention purposes, each year the Union may submit a list of representatives not to exceed forty (40) in number per year for whom time off is desired. Such list must be submitted at least thirty (30) calendar days prior to the beginning date of the absence. If service requirements permit, such time off without pay not to exceed three (3) scheduled working days not to include Saturday and Sunday for each employee shall be granted. This time off shall be deducted from the forty (40) days allowable as covered under Paragraph 8.5.

Employees will be allowed time off for Union duties on the basis of the total number of employees within the same job title on duty at any given time. At one time or during any portion of the same period, the following will apply:

Number of Employees Within the Location By	
<u>Title</u>	<u>Number Excused</u>
1-10	1
11-20	2
21-30	3
31-50	4
51-100	5
Over 100	6

For Union convention purposes, each year the Union may submit a list of representatives not to exceed forty (40) in number per year for whom time off is desired. Such list must be submitted at least thirty (30) calendar days prior to

Sensitivity: Internal

the beginning date of the absence. If service requirements permit, such time off without pay not to exceed three (3) scheduled working days not to include Saturday and Sunday for each employee shall be granted. This time off shall be deducted from the forty (40) days allowable as covered under Paragraph 8.5.

- 8.9 This section shall not apply to any joint Union-Management meeting.
- 8.10 The Union shall have the use of Company bulletin boards for the posting of material necessary to the conduct of its affairs or space shall be provided by the Company for Union bulletin boards to be erected by the Union.

ARTICLE 9 GRIEVANCE PROCEDURE

- 9.1 The Company and the Union agree it shall be the objective to settle grievances promptly and at the lowest step possible. If an agreement is reached between the parties, either formally or informally at any step below the second step, it shall be considered non-precedent setting and non-referable.
- 9.2 Grievances involving discharge, demotion or disciplinary suspensions shall be filed within ten (10) calendar days. All other issues should involve an informal resolution meeting between the supervisor and the employee. The meeting should take place as soon as possible from the time the employee made the request. The employee should be advised that union representation would be made available if desired. If a resolution is reached without the union present, the supervisor shall notify the local union representative of the agreed to resolution. If a resolution is not reached in the informal meeting, a grievance may be filed.

Step 1

Grievances shall be presented in writing to the immediate supervisor within thirty (30) calendar days following the occurrence of the act or incident giving rise to the grievance, or within thirty (30) calendar days following the date upon which the facts of the grievance first became known. Within ten (10) calendar days of receipt of the written grievance, unless otherwise mutually agreed upon, the supervisor, area manager and Human Resources Representative as the authorized Company representatives and the authorized Union representatives, not to exceed three (3), shall meet to resolve the grievance. This Step 1 meeting shall be conducted via telephone where mutually agreed upon by the Company and the Union. The written grievance shall set forth:

- a. The name(s) of the employee(s) aggrieved.

Sensitivity: Internal

- b. The nature of the grievance. (A brief description of the circumstances out of which it arose.)
- c. The section(s) of this Agreement, if any, relied upon or claimed to have been violated.
- d. The remedy or correction desired.

The Company shall give its decision in writing to the Union within seven (7) calendar days following the conclusion of the Step 1 meeting(s). It shall be the objective of both the Company and the Union to settle grievances at the first step to the greatest extent possible.

Step 2

If the Union is not satisfied with the Company's decision at Step 1, the Union may appeal the grievance to Step 2 within fifteen (15) calendar days following the Union's receipt of the Company's Step 1 written decision. The authorized Union representative and the Director, Labor Relations or authorized Company representative shall meet within thirty (30) calendar days of such appeal. This Step 2 meeting shall be conducted via telephone where mutually agreed upon by the Company and the Union. The grievant may only be present for grievances involving suspension or termination, unless otherwise agreed to between the parties. Both parties shall attempt to resolve the matter, and the Company shall give its written decision to the Union within fifteen (15) calendar days following the Step 2 meeting(s).

- 9.3 If the Union is not satisfied with the final decision of the Company at Step 2, the Union may submit the matter to binding arbitration under the provisions of Article 10, Arbitration of Grievances, of this Agreement.
- 9.4 The Management and the Union agree to assist each other in the investigation of the circumstances surrounding and related to any grievance. The Management agrees that once a grievance has been referred to the Union, no representative of Management will discuss the matter with the grievant(s) without notification to an appropriate representative of the Union, and a reasonable opportunity for the Union representative to be present at the grievances.
- 9.5 Time limits specified in this Article shall be adhered to. Failure of either party to abide by the time limits shall result in a default of the grievance to the other party, which may be advanced to the next step of the grievance and arbitration procedure, if the Union so desires. The parties may extend said time limits by mutual agreement.

Sensitivity: Internal

- 9.6 It is agreed that neither the Company nor its representatives, nor the Union, its locals, representatives or members, will attempt by means other than the grievance procedure to bring about the settlement of any issue which is properly a subject for disposition through the grievance or arbitration procedure.

- 9.7 The Company and the Union agree that the provisions of Article 6, Paragraph 6.1, concerning meetings and representatives shall apply in all respects, except as modified specifically in this Article.
- 9.8 Pay Treatment for the Handling of Grievances at the first and second steps. Local Management will arrange at times consistent with service requirements to meet with employees who are authorized local Union representatives to discuss for a reasonable period of time the grievance of that local organization. The above time for the local Union representative, as well as the employee or employees having the grievance, if spent during their scheduled working hours shall be without loss of pay at straight time provided that not more than three (3) employees nor less than two (2) employees where practicable, including local Union representatives, shall be eligible for the above pay treatment. Where mutually agreeable, more than three (3) employees may be authorized without loss of pay. With the exception of grievances related to termination, if the Company and the Union cannot agree to conduct a Step 1 or Step 2 meeting via telephone, the Company will only pay for up to 2 hours per employee each way of travel time for First and Second Step Grievance Meetings.
- 9.9 The time spent in attendance at the meetings, listed in 9.7, 9.8, and above, shall be without loss of pay only if such meetings are held during such employee's scheduled working hours or with prior approval if the appropriate Company representative is not available during the employee's scheduled working hours. Such paid time shall be considered as time worked in computing any overtime payments to which the employees may become entitled.

**ARTICLE 10
ARBITRATION OF GRIEVANCES**

- 10.1 A grievance which has not been satisfactorily settled after it has been presented in writing and processed completely through the grievance procedure contained in this Article may be submitted to arbitration by the Union notifying the Company in writing within sixty (60) days and the American Arbitration Association within ninety (90) days from the date of the Company answer at the second step (or the date of the default by the Company) provided

Sensitivity: Internal

the grievance concerns:

- a. The interpretation, application or alleged violation of the terms of this Agreement;
- b. The discharge, suspension, demotion or materially disciplining of any employee having more than one (1) years net credited service with the Company.

10.2 In the event that either party to this Agreement elects to submit an arbitrable grievance to arbitration, the parties agree that the matter shall be so submitted and agree that such submission shall be to a single arbitrator.

10.3 The arbitrator shall be designated by the American Arbitration Association in

- 10.3 The arbitrator shall be designated by the American Arbitration Association in accordance with the then existing rules and procedures of the Association.
- a. The arbitration shall be conducted under the then existing rules of the Association.
- 10.4 The arbitrator shall be confined to the subjects submitted for decision and may in no event as a part of any such decision impose upon either party any obligation to arbitrate any subjects which have not been agreed upon as subjects for arbitration, nor may the arbitrator as a part of any such decision effect reformation of this Agreement or otherwise alter any of its provisions.
- a. In rendering the decision, the arbitrator shall be confined to the specific issue, and to the matters set forth in 10.1a and 10.1b of this Article, as may be appropriate.
- b. The arbitrator shall not possess authority to assess damage or punitive payments against either party to the other.
- c. The arbitrator shall have authority to include in the order an award for money restitution to any employee, or employee when improper payment, or failure to make proper payments is a point at issue in the specific complaint. In making any such award for restitution, however, the arbitrator will follow the "make whole" concept, and no more.
- 10.5 The decision of the arbitrator shall be rendered without delay and shall be final and binding on all parties and shall be enforceable in a court of law.
- 10.6 Each party shall bear the expense of presenting their own case and shall share equally the expenses of the arbitrator and the general expense of the

Sensitivity: Internal

arbitration.

- 10.7 The grievance procedure and arbitration provided herein shall constitute the sole and exclusive method of determining adjustments for settlement between the parties of any and all grievances as herein defined, and the grievance procedure and arbitration provided herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment, or settlement of any and all grievances as herein defined.
- a. Nothing in this Section is intended to impair the right of either the Company or the Union to apply to the National Labor Relations Board for relief from unfair labor practices as defined in the National Labor Relations Act.

ARTICLE 11 DISCIPLINE AND PERSONNEL RECORDS

- 11.1 In the event that the job performance of an employee is unsatisfactory to the Company and the Company decides to demote, dismiss or suspend such

employee, they shall first notify the appropriate local Union representative in the employee's work group or unit and the employee before taking such action. In instances where imminent risk to persons or property exists and immediate action is required, the Company will notify the appropriate Union representative as soon as possible after that action is taken.

- 11.2 At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, a Union representative **shall** be present if the employee so requests.
- 11.3 An employee may, upon ten (10) working days notice, inspect records contained in that employee's personnel file, such as absence and tardy records, work observation records, appraisals and records bearing on any disciplinary action. Employee notification shall be made when records are added to or removed from an employee's personnel file. For purposes of this Article, personnel file is defined as those records normally in the custody of the Human Resources Information Services Department at the corporate headquarters.

Sensitivity: Internal

88

ARTICLE 12 EMPLOYEE CLASSIFICATIONS

- 12.1 Status and Treatment of Probationary Employees (Probationary period to be six (6) months).
- a. Probationary employees shall be accorded the same applicable rights and benefits as regular employees under the terms of this Agreement except for discretionary termination of probationary employment as set forth in Article 34.
 - b. It is understood that probationary employees shall enjoy full rights and privileges of Union representation and there will be no discriminatory action taken by the Company by reason of affiliation or non-affiliation with the Union.
- 11.2 Limitations on Occasional Employment
- a. Occasional employees shall not be employed to an extent as to adversely affect usual employment of the then current regular full-time or regular part-time employees. Employment for training or for needed periods in vacation reliefs will not be considered as adversely affecting usual employment.
- 12.3 Treatment of Temporary Employees
- a. Temporary employees will not be used in any case which would result in the reduction of the normal assignment of work of regular employees.

b. If a temporary employee's employment continues beyond six (6) months

b. If a temporary employee's employment continues beyond six (6) months, the employee shall be reclassified as a regular employee and shall be given net credited service from the date of hire for such employment.

ARTICLE 13 SENIORITY

13.1 Computation of Seniority

- a. Seniority shall be computed in the same manner as net credited service.
- b. In cases of service bridging, those portions of seniority and net credited

Sensitivity: Internal

88

service which pertain to prior service shall be identical.

13.2 Application of Seniority

- a. Seniority shall be the deciding factor, insofar as the ability of the employee and the conditions of the business will permit, in matters affecting assignment of hours and vacations, voluntary and involuntary transfer, promotions, layoffs, and rehiring after layoffs.
 - a.1 For purposes of work schedules, vacations, and holidays part-time employees will select on the basis of continuous service.
- b. In the application of seniority there may arise some occasions when a conflict develops by reason of two (2) or more employees possessing equal seniority. In such cases, applicable seniority will be determined by the order of dates of birth (mm/dd/yy) of each employee concerned.
- c. Whenever any provision contained within this Agreement makes specific reference to application of seniority for a given circumstance, the application prescribed within that provision will prevail.
- d. One employee may displace another through application of seniority only under the following circumstances:
 - d.1 Force adjustment.
 - d.2 Return from a leave of absence that is actual or implied, wherein reinstatement to the original job is a condition of the leave.
 - d.3 Return from military service under reemployment rights established by law.
 - d.4 Nothing within this Agreement shall be construed to mean that, during application of force adjustment procedures, seniority may be applied in such manner that an employee may achieve a job assignment that is of a higher wage level than the job which the employee is vacating by reason of force adjustment.

12.3 Transfers or Promotions.

- a. Employees transferred or promoted from the bargaining unit shall continue to accrue seniority.

13.4 Training Opportunities

Sensitivity: Internal

88

- a. The Company agrees that opportunities for job training which would serve to equip employees for promotion to higher paid occupations within the bargaining unit will not be employed in such manner as to circumvent the seniority principles as set forth within this Article 13.
- b. Job training herein means formal training and, as well, informal training by experience gained in temporary assignments to higher paid occupations within the bargaining unit.

ARTICLE 14 NET CREDITED SERVICE

14.1 Net Credited Service is the term used to express the aggregate of the years, months, and days of active employment. Active employment will include only that time for which the employee actually receives pay or is on authorized Union or military leave of absence, and will not include time for which the employee receives Workers' Compensation as a result of being totally and permanently disabled in excess of one (1) year. Active employment will be computed in terms of whole work days.

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- a. Each employee of the Company on March 1, 2011 shall retain the net credited service to his/her credit on Company records as of that date. Subsequent active employment will be added to that credit.
- b. Any person hired after March 1, 2011 shall be credited, on hire, with no net credited service, except that any such person shall have his previous service with Valor (including any successor to Valor, but no other entity) bridged after 6 months of active employment in accord with paragraph 14.6, below.

14.2 Net credited service ceases to exist coincident with discharge, release, resignation for any reason, or reclassification of a regular employee to non-regular employment.

- a. This provision will not serve to cancel net credited service previously earned by laid-off employees who accept occasional assignments during the period of layoff.

14.3 Regular employees who are reclassified as non-regular employees shall lose their net credited service and the net credited service for such employees shall be bridged only as outlined in the definition, "Net Credited Service," and as provided in this Article 14.

Sensitivity: Internal

88

- 14.4 Net credited service will continue to accumulate during the first forty-five (45) calendar days of any layoff, but not thereafter. Seniority, however, will continue to accrue for not more than twenty-four (24) calendar months for purposes of recall from layoff.
- 14.5 Treatment for Part-Time Employees. The actual wage rates, progression increases, net credited service and seniority for part-time employees shall be determined by the accumulation of the actual hours worked as they relate to the normal full-time work week. Bridging of Net Credited Service. Bridging of Net Credited Service. At the employee's request, net credited service with respect to former employees of Valor (including any successor to Valor) will include recognition of all prior periods of active employment with Valor (including any successor to Valor) after the employee has completed six (6) continuous months active employment following the employee's reemployment, except that periods of prior active employment of less than six (6) continuous months duration will not be recognized. Such recognition shall not include service with any predecessor or affiliate of Valor or with any other entity.
- 13.6 Employees who have retired and who return to work for the Company will not be eligible to bridge any net credited service prior to retirement. The employee's rehire date will be used for the purposes associated with customary applications of net credited service and seniority.

ARTICLE 15 WAGES

- 15.1 All employees shall be paid bi-weekly.
- 15.2 Where it is necessary to dismiss an employee in the field, he/she must be paid in full for all time due in compliance with applicable law, but in any event no later than the next pay period.
- 15.3 When the first day of the month in which a general or step increase is scheduled falls within the first seven (7) days of a two (2) week pay period, the scheduled increase shall be effective as of the first day of that two (2) week pay period.
- 15.4 When the first day of the month in which a general or step increase is scheduled falls within the second seven (7) days of a two (2) week pay period, the scheduled increase shall be effective as of the first day of the following two (2) week pay period.

Sensitivity: Internal

- 15.5 Such adjustments in the effective date of an increase to meet the first day of a two (2) week pay period shall not change the time interval used in determining the date of the next scheduled increase.
- 15.6 The wages attached as appendices to this Agreement shall prevail for the duration of this Agreement and shall be considered a part of it.
- a. Changes or revision in the wage rates attached shall not be subject to arbitration except by mutual agreement between the Company and the Union.
 - b. The wage rates attached for purposes of this Agreement are hereby defined as basic wage rates, or basic rates.
- 15.7 These appendices also include the wage schedules, which indicate the progression intervals and basic wage rates. The basic hourly wage rate assigned to each employee shall be based on the job classification.
- 15.8 An employee's positioning on any wage progression schedule is determined by classification, reclassification, and related contractual procedures, and not by net credited service, as such. Thus, the positioning may not necessarily be immediately related to actual net credited service.

ARTICLE 16 DIFFERENTIALS AND OVERTIME

16.1 Overtime Payments

- a. The overtime rate of pay is one and one-half (1½) times the regular rate of pay except as hereinafter provided.
- b. The overtime rate of pay will be paid for time worked in any one (1) day in excess of the length of a normal eight (8) hour tour.
- c. All hours worked on the day a holiday is observed shall be paid at one and one-half (1½) times the straight time rate. This pay is in addition to holiday pay for not working on the holiday, per Article 18.
- d. Time worked in a work week in excess of fifty-four (54) hours will be paid two (2) times the straight time rate. In computing time worked, daily overtime and work on nonscheduled days will not be excluded. Any excused time paid for will not be considered time worked. Only actual

Sensitivity: Internal

hours worked are counted for use in this paragraph and tours of less than eight (8) hours shall not be deemed as equivalent to eight (8) hours.

- e. Insofar as it is practical to do so, the Company will endeavor to distribute overtime work equally and impartially to the employees at a given location who are qualified to do the class of work to be performed and who usually perform such work during their normal working schedules.

- f. If in any work week the time worked exceeds forty (40) hours, the excess over forty (40) hours shall be paid for at time and one-half (1½) subject to the provision of this Article (exclusive of daily overtime and work on nonscheduled days for which overtime is paid or absent time paid for).
- g. All time worked at an overtime rate will be calculated to the nearest fifteen (15) minutes, equal or higher one-fourth (1/4) of an hour.
- h. When employees are called out for duty before or after regular working hours, time going to and from home shall be considered as time worked and paid for at overtime rate. The time thus paid for this type of emergency work, including traveling time, shall not be less than time and one-half for a minimum of two (2) hours work. The two (2) hour payment provision does not apply under the following conditions.
 - h.1 To work required during a meal period falling within the hours of the employee's overall tour of duty on scheduled days.
 - h.2 If the employee is notified before leaving the Company premises that he/she is required to work as a continuation of his/her regular tour on that day.
 - h.3 If the employee is called to work before the start of his/her scheduled tour for the day and continued working all or part of his/her scheduled tour.
- i. Where it is necessary to change the work schedule and an employee is required to work a nonscheduled day, such time will be paid at the overtime rate. If twenty-four (24) hours notice is given of the change in schedule, the employee will be paid at the straight time hourly rate and a nonscheduled workday set later in the week. A scheduled workday shall not be changed to a nonscheduled day unless twenty-four (24) hours advance notice is given prior to the first day involved in the change. In no case shall the nonscheduled day be changed to a day in the following week.
- j. When a scheduled day is changed at the request of an employee, the hours worked shall be paid at straight time. Changes from officially

Sensitivity: Internal

posted schedules will be made at the request of an employee when no replacement is required. When such replacement is required, the change will be made providing an agreeable shift can be made in the schedule of another qualified employee.

- f. If in any work week the time worked exceeds forty (40) hours, the excess over forty (40) hours shall be paid for at time and one-half (1½) subject to the provision of this Article (exclusive of daily overtime and work on nonscheduled days for which overtime is paid or absent time paid for).
- g. All time worked at an overtime rate will be calculated to the nearest fifteen (15) minutes, equal or higher one-fourth (1/4) of an hour.
- h. When employees are called out for duty before or after regular working hours, time going to and from home shall be considered as time worked and paid for at overtime rate. The time thus paid for this type of emergency work, including traveling time, shall not be less than time

and one-half for a minimum of two (2) hours work. The two (2) hour payment provision does not apply under the following conditions.

- h.1 To work required during a meal period falling within the hours of the employee's overall tour of duty on scheduled days.
- h.2 If the employee is notified before leaving the Company premises that he/she is required to work as a continuation of his/her regular tour on that day.
- h.3 If the employee is called to work before the start of his/her scheduled tour for the day and continued working all or part of his/her scheduled tour.
- i. Where it is necessary to change the work schedule and an employee is required to work a nonscheduled day, such time will be paid at the overtime rate. If twenty-four (24) hours notice is given of the change in schedule, the employee will be paid at the straight time hourly rate and a nonscheduled workday set later in the week. A scheduled workday shall not be changed to a nonscheduled day unless twenty-four (24) hours advance notice is given prior to the first day involved in the change. In no case shall the nonscheduled day be changed to a day in the following week.
- j. When a scheduled day is changed at the request of an employee, the hours worked shall be paid at straight time. Changes from officially posted schedules will be made at the request of an employee when no replacement is required. When such replacement is required, the change will be made providing an agreeable shift can be made in the

Sensitivity: Internal

schedule of another qualified employee.

- k. The provisions of this Section apply only to those employees subject to overtime payments under the Fair Labor Standards Act.
- l. The employee shall work overtime as requested but only when authorized by his/her supervisor or some other employee designated by the Company.

16.2 Sunday Payments

- a. Employees subject to overtime payments under the Fair Labor Standards Act shall be paid at the overtime rate of one and one-half (1½) times the basic hourly rate for all hours worked on Sunday during the period from 12:01 a.m. to 11:59 p.m.
- b. A scheduled Sunday assignment of work shall be considered one (1) of the five (5) day tours and included in the total forty (40) hours authorized for any one (1) week.

16.3 Premium Payments

- a. On-Call Premium. Employees in selected job title classifications and

locations who hold themselves subject to on-call schedules will do so at their own option. In the absence of qualified volunteers, management will rotate on-call among the qualified employees in inverse order of seniority.

No employee will serve on-call for more than one week per month, until all other qualified employees have served on-call.

a.1 The on-call premium will be paid as follows:

Scheduled Days -	\$ 22.50 from midnight to midnight
Non-scheduled Days -	\$ 29.00 from midnight to midnight
Holidays -	\$ 36.00 from midnight to midnight
Work Week -	\$164.00 from 12:01 A.M. Sunday to midnight Saturday

a.2 The on-call premium shall be paid in addition to any other

Sensitivity: Internal

differential, premium or payment to which an employee is otherwise entitled.

a.3 Employees on-call will have their call out hours count toward the apportionment of overtime.

b. Christmas and New Year's Eve Premium. Employees required to work after 6:00 p.m. on Christmas Eve or New Year's Eve shall receive six dollars (\$6.00) in addition to their basic rate and any applicable differential and/or premium.

16.4 Differential Payments

- a. Bilingual. A Bilingual Differential of \$0.65 per hour will be paid for designated workgroup(s) in Call Center locations. The differential will apply to the scheduled tour of duty provided the assignment is for a period in excess of one (1) full hour.
- b. Night Shift. Full-time employees who are assigned to scheduled tours of work which start or end outside of the period between the hours of 6:00 a.m. to 9:00 p.m., shall receive a night differential for all scheduled hours worked between the hours of 9:00 p.m. and 6:00 a.m. of \$1.15.
- c. In Charge. When an employee is required and designated by the Company to exercise independent judgment and direct the flow of work of others and accept the responsibility of same, the employee shall receive a differential of **\$1.25** per hour so designated and worked provided such assignment is for a period in excess of one (1) full hour.
- d. Network Technicians scheduled to perform maintenance in the Central Office during the maintenance window will receive the night differential

for each hour scheduled.

- 16.5 When an employee of any department is required to work a shift which starts four (4) hours or more before or four (4) hours or more after the start of the regularly assigned shift as covered by the weekly schedule, the employee will be paid at the rate of time and one-half (1½) for all time worked until the employee is again restored to the employee's regular scheduled shift or for such shifts worked for the balance of that scheduled week.
- 16.6 When two (2) or more types of time and one-half compensation are applicable to the same hours of work, only one time and one-half rate shall be paid. In no case will time and one-half compensation be duplicated or pyramided. Time

Sensitivity: Internal

and one-half compensation shall mean time and one-half the employee's regular rate of pay.

ARTICLE 17 WORK SCHEDULES AND TOURS

- 17.1 For all purposes, each tour of duty will be considered to have been worked on the calendar day it started. However, nothing herein precludes the reporting of hours worked as of the calendar days worked for the purpose of Company payroll preparation.
- 17.2 Normal Tour of Duty
- a. The normal tour of duty for employees shall normally consist of eight (8) hours in any one (1) day. The workweek shall normally be forty (40) hours consisting of five (5) daily tours of eight (8) hours each.
 - b. The Company shall have the right to schedule all tours and sessions and the starting and ending time of each.
- 17.3 Operations-Service, Engineering-Construction and Retail - Normal Tour of Duty
- a. Forty (40) hours, consisting of five (5) consecutive daily tours of eight (8) hours each shall normally constitute the workweek for all Operations-Service, Engineering-Construction and Retail employees.
 - b. The Company shall have the right to schedule all tours and sessions and the starting and ending time of each.
 - c. Operations-Service, Engineering-Construction and Retail employees may be scheduled other than five (5) consecutive work days when required to maintain normal service conditions. Selection of such schedule shall be voluntary. If no selection is made, the Company may assign the schedule in the inverse order of seniority.
 - d. Scheduled Saturday assignments and split weeks of nonconsecutive daily tours will be maintained at a minimum consistent with the needs of the business.

- 17.4 Work schedules shall be furnished each Operations-Service, Engineering-Construction, Retail Department Employee, and each Engineering-Outside Plant Technician by monthly or quarterly periods, and shall be furnished to the

Sensitivity: Internal

88

employees, by bulletin board posting or by written notice at least seven (7) days in advance of the commencement of a given schedule. In departments where multiple tours exist selection of tours available to a classification shall be by seniority.

- a. In departments where multiple tours exist, an employee may choose to change his/her schedule at the beginning of each month in the exercise of their seniority.

16.5 Four-Day Workweek

- a. The Company shall determine the eligible job classifications and locations. Participation in the ten-hour, four-day week shall be determined by a majority vote of the eligible work group. If an employee should be unable to work the ten-hour, four-day week because of overriding domestic reasons, the schedule shall not be made mandatory.
- b. The Company reserves the right to revert back to a 5/8 workweek in a work group or location where the 4/10 workweek proves not to be in the Company's best interest. Management and the Union will jointly, at the local level, work together to implement the four-day workweek schedule for a particular work group.
- c. Transfers/changes to or from a four-day workweek should, when practical, be made at the beginning of the workweek.
- d. The normal workweek shall consist of four (4), ten-hour tours. The four (4), ten-hour tours must be scheduled on consecutive days, unless a service emergency clearly dictates an exception or the eligible work group agrees by majority vote to one nonconsecutive work day. For the purpose of this Agreement, a "tour" shall be defined as "The entire scheduled work day of an employee, which will be ten (10) hours or less."
- e. Overtime will be paid when an employee works in excess of ten (10) hours per day, or in excess of forty (40) hours in a workweek for employees covered under this collective bargaining of agreement.
- f. Holidays

Holidays must be scheduled in increments of ten (10) or eight (8) hours, unless the remaining total hours are less than eight (8) hours. Employees with less than eight (8) hours may, with management's consent schedule the remaining hours during days off or on scheduled days and be compensated at the straight time rate only for the remaining balance of hours.

f.1 Designated Holidays

- a. Whenever a designated holiday occurs during the week,

Sensitivity: Internal

88

management 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.

f.2 Personal Holidays

- a. These 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.
 - b. Personal Holidays scheduled on days off will not count toward the workweek for overtime purposes.
- g. Absence for Jury, Witness or Election Duty will be compensated on a ten-hour basis. Employees who are required to be absent to attend a funeral, as outlined in Article 27.5, will receive up to ten (10) hours pay for four (4) regular working days.
 - h. Employees electing to take day-at-a time vacations will do so on a four-day, ten-hour basis. In no case shall they receive in excess of forty (40) hours vacation pay per week. Weekly vacation will be taken on a five-day, eight-hour basis.
 - i. Incidental absences due to illness will be compensated on a ten-hour basis. Employees who are absent forty (40) scheduled hours within a workweek will receive forty (40) hours of Sickness Disability Benefits. An illness waiting day consists of ten (10) consecutive scheduled hours.
 - j. Employees working the four-day, ten-hour schedule will be reimbursed for evening meal expense of twelve dollars (\$12.00) if the employee works in excess of thirteen (13) hours that day without a meal break during the last session.
 - j1. This section shall not apply to employees receiving per diem expenses, or to employees eligible for an evening or night premium.
 - j2. Under no circumstances will the per diem allowances set forth in Article 25.3 and the evening meal allowance in paragraph K be paid for the same day.
 - k. Employees working a four-day, ten-hour schedule who are assigned to a higher classification for one (1) full working hour or more shall be paid for the time worked on the temporary assignment in accordance with Article 23.3.
 - l. Disputes arising out of the application or intent of this agreement, except for 17.5b above, shall be subject to the Grievance and Arbitration procedure.

ARTICLE 18 HOLIDAYS

Sensitivity: Internal

18.1 Seven (7) holidays shall be observed as designated:

New Year's Day - January 1

Memorial Day - Last Monday in May

Independence Day - July 4

Labor Day

Thanksgiving Day

Friday following Thanksgiving Day, *except as specified in 18.1a of this Article*

Christmas Day - December 25

- a. Employees assigned to Retail Stores will receive an additional Personal Holiday in lieu of the Friday following Thanksgiving Holiday, unless scheduled off on the Friday following Thanksgiving Holiday. The additional Personal Holiday is to be scheduled following Thanksgiving Day up to and including December 31 of the calendar year. The additional Personal Holiday is subject to the eligibility requirements as set forth in this Section.

18.2 Six (6) Personal Holidays shall be observed.

- a. A personal holiday will be any day of the employees choosing, based on their normal schedule and service requirements. On these holidays employees will be paid at their basic rate of pay plus differentials and premiums (except Sunday premiums).
- b. At least fifteen (15) days notice prior to the day or days to be observed must be given to the employee's supervisor. Such time limit may be waived by mutual agreement between the employee and supervisor.
- c. 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 or more employees in the same work group select the same day or days, the employees will choose an alternate available day or days in order of seniority.
- d. The first holiday for which an employee is eligible under this provision must be taken prior to April 1 and the second holiday prior to July 1 of each calendar year.
- e. If the remaining holidays for which an employee is eligible under these provisions, have not been selected by October 1 of each calendar year, management will designate the day to be observed.
- f. It is the intent that Personal Holidays should normally be taken as a day

Sensitivity: Internal

off with pay and not worked. However, employees who are required to work on a Personal Holiday will be paid in accordance with Section 18.6 of this Article.

- g. Employees may elect to take up to six (6) personal holidays in increments of two (2) or four (4) hours for a maximum total of forty-eight (48) hours per year.

g.1 Advance supervisory notice and approval are required prior to the beginning of the employee's shift. In the event more than twenty-five (25) percent of the work group is scheduled off or service requirements dictate the employee's presence, supervision reserves the right to grant or deny the request.

g.2 Personal holidays that remain unscheduled as of October 1, supervisor may schedule the remaining increment(s) to ensure orderly work force management.

h. New employees will accrue personal holidays based on length of continuous service as follows:

After 3 months continuous service:	2 days
After 6 months continuous service:	2 days added
After 9 months continuous service:	1 day added
After 12 months continuous service:	1 day added

After one (1) year of continuous service from date of hire, employees will be eligible for a total of six (6) personal holidays each calendar year. Personal holidays shall be selected at the time vacation selections are made and such personal holidays must be taken on a normally scheduled workday. By mutual agreement of the employee and the supervisor, a personal holiday may be rescheduled from the one originally selected.

The provisions of 18.2.d of this Article do not apply to employees in their first year of employment.

i. Personal holidays must be taken prior to the end of each calendar year. If not taken, they will be forfeited. If an employee is leaving the Company and has unused personal holidays, the holidays will be forfeited at the time the employee gives his/her notice. Therefore, the days may not be taken during the notice period, nor will they be included in the calculation of termination benefits. Employee terminated for just cause will not receive any unused personal holidays.

Sensitivity: Internal

18.3 A designated holiday which falls on Sunday shall be observed the following Monday and a designated holiday which falls on Saturday shall be observed on Friday for all Departments. Designated holidays for employees normally scheduled on weekends shall be observed on the actual day of the holiday and paid at their basic rate of pay plus differentials and premiums (except Sunday premium).

18.4 Holiday tours are those that begin on the holiday, and holiday pay will be paid for holiday tours only on the legally observed holiday.

18.5 Employees Not Working on Designated Holidays.

a. Regular and temporary employees, except absentees, who are not assigned to work shall be paid one (1) full days basic pay for the designated holidays plus any applicable differential and/or premium payments which they would have received had they worked their regular hourly assignment. Employees not working on a holiday and receiving

hourly assignment. Employees not working on a holiday and receiving holiday pay shall receive credit for the equivalent as time worked toward the computation of weekly overtime.

- b. Part-time employees shall be paid holiday pay at their basic wage rates, based upon their average scheduled work day computed from the four (4) week period immediately preceding the holiday period.

18.6 Employees Working on Designated Holidays

- a. Regular and temporary employees, except absentees, who are assigned to work on a designated holiday shall be paid time and one-half in addition to their basic pay for the day and any applicable differential and/or premium payments.
- b. Occasional employees working on a recognized holiday will be compensated according to time actually worked. Compensation will be basic rate, with any applicable premiums and differentials, plus holiday premium computed at basic rate.
- c. When daily overtime hours (as defined in Article 16.1.b) fall within a holiday, such hours shall be compensated at time plus time and one-half rate in lieu of otherwise prescribed daily overtime at time and one-half.
- d. Hours worked on a call-out on a recognized holiday for which no hours were originally scheduled for the employee, shall be paid for at the premium rate of time and one-half for the first eight (8) hours.

Sensitivity: Internal

- d.1 The minimum time paid under this provision shall be two (2) hours at the time and one-half rate; even though time actually worked may be less than two (2) hours. Two (2) hours actual work time will not be demanded arbitrarily but only that time is necessitated to meet service requirements. On the other hand, employees shall have no authority or privilege to perform call-out work in such manner as to promote compounding of further call-outs.

18.7 The term "Absentee" used in Sections 18.5 and 18.6 of this Article shall mean any employee who does not work on a holiday and who is absent the scheduled work day preceding or following the designated holiday without being excused by the Company for such absence, or any employee scheduled to work who is absent on the holiday without being excused by the Company for such absence.

- a. A regular and/or temporary employee who has not been excused under the provisions of Paragraph 18.7 of this Article may be excused on the scheduled workday preceding or following the holiday by presenting a medical doctor's certificate of inability to work due to illness provided they were not scheduled to work on the holiday.

- a.1 The Company's "Illness Treatment Plan" shall prevail if Paragraph 18.7a of this section conflicts.

18.8 Holiday Falling Within a Scheduled Vacation Period (See Article 19 Vacations)

ARTICLE 19 VACATIONS

- 19.1 Vacations with pay shall be granted in January of each year in line with demands of the service as listed below:
- a. One (1) week vacation shall be allowed after completion of six (6) months of service.
 - b. Two (2) weeks vacation shall be allowed after completion of twelve (12) months of service. If any employee completes six (6) months service and twelve (12) months service within the same vacation year, only two (2) weeks vacation will be granted in that calendar year.
 - c. Three (3) weeks vacation shall be allowed to all employees during the calendar year in which their total net credited service is three (3) full

Sensitivity: Internal

88

years or more.

- d. Four (4) weeks vacation shall be allowed all employees during the calendar year in which their total net credited service is ten (10) full years or more. Employees eligible for four (4) weeks vacation must take at least one (1) week of vacation during the months of January, February, March, April, October or November.
 - e. Five (5) weeks vacation shall be allowed all employees during the calendar year in which their total net credited service as established by the Company is twenty-five (25) full years or more. Employees eligible for five (5) weeks vacation must take at least two (2) weeks of vacation during the months of January, February, March, April, October or November.
- 19.2 Employees must work the first two weeks of the calendar year (or at least two weeks after returning from a leave of absence that extends into the beginning of the new year) in order to be eligible for vacation.
- 19.3 Vacation schedules will be prepared by the Company for each department and/or workgroup. After November 1 and prior to December 31 of each year, the Company will check with each employee as to the dates desired for vacations, respecting the wishes of the employees insofar as the demands of service of the respective work groups will permit. The Company will distribute vacation schedules to all reporting locations and/or post where practical. The selection of vacation dates within each schedule will be on the basis of seniority as shown by the records of the Company. Except as otherwise provided in this Article, employees may split vacations into periods of not less than one (1) workweek, if the demands of service permit.

Vacation selection process to provide that the first circulation of the annual vacation schedule will be solely for the purpose of allowing employees to select full weeks of vacation. After that is complete, a second circulation will permit the

full weeks of vacation. After that is complete, a second circulation will permit the request for "in lieu of vacation" days. After that is complete, the next circulation will be for the request of single vacation days. Finally, the last circulation will be for the request of personal holidays.

- a. Vacation increments must be scheduled at the beginning of the year in which it is to be taken. Requests for full weeks vacation will have precedence over requests for single day vacation time during the selection process. Likewise, requests for single day vacation time will have precedence over requests for half day vacation time

Sensitivity: Internal

during the selection process.

- a.1 Scheduling of vacations shall take into account the service requirements and preferences of the employees. Vacations shall usually start on the first day of the calendar week. Except as noted for day-at-a-time and half-day-at-a-time vacations, employees may split their vacations into periods of not less than one (1) week if service requirements permit.
 - b. Schedules will be prepared in such a manner as to permit a maximum number of vacations during the more desirable vacation season if the demands of the service permit.
 - c. A vacation week will be a workweek and no work shall be scheduled for the employee in a vacation week. If a vacation is taken in the last week of December, any vacation days used that fall in the current year will count against the current year's vacation and any vacation days used that fall in the following year will count in the following year's vacation.
 - d. Employees cannot waive their scheduled vacations and draw pay plus vacation allowance for working during the time allowed for a scheduled vacation, unless, in case of emergency, the Company requests the employee to work during the scheduled vacation period.
 - d.1 If an employee is called back from vacation because of an emergency, the employee shall have the choice of receiving vacation pay plus pay at the basic rate for the hours actually worked or substituting another vacation period in order to complete the full vacation to which the employee is entitled.
- 19.4 If an employee desires to change his/her vacation period, he/she shall give the Company at least fourteen (14) calendar days written notice and the Company will accommodate him/her providing the change does not conflict with other vacations or the demands of service.
- 19.5 If an authorized holiday to which the employee is entitled under this Article occurs during an employee's vacation he/she shall be granted an additional day off with pay. This additional day off with pay shall be granted prior to or subsequent to but not necessarily consecutive with the vacation. Such day off shall not be considered as time worked.
- 19.6 Absence due to sickness or accident disability exceeding thirty (30) days shall

the provisions of Paragraph 19.1 of this Section will be expected to take whatever vacation or part thereof he/she is entitled to by December 31 of the current calendar year. Remaining vacation balances will be handled as an exception in accordance with this Article.

19.7 Employees who have an approved leave of absence exceeding thirty (30) days are encouraged to take all available vacation prior to the start of their leave. If, however, an employee has remaining vacation upon returning from leave, he/she will be expected to use remaining vacation by December 31 of the current year. If vacation cannot be taken due to demands of service, remaining vacation balances will be handled in accordance with this Article.

a. Any employee who is approved for a leave of absence in excess of 30 days during the fourth quarter of the calendar year shall take all available vacation prior to the start of the leave. Employees eligible for vacation banking may also bank one week.

b. With respect to 19.6 and 19.7 employees can carry over a maximum of two (2) weeks unused vacation returning from disability or approved leave of absence if the vacation cannot be rescheduled by December 31. The vacation must be taken by March 1 of the next calendar year.

19.8 An employee returning to duty following approved leave of absence for service in the armed forces of the United States, including the reserve components thereof, who has not received his/her vacation within the calendar year shall be eligible to take vacation within the calendar year of his/her return to duty, which he/she would have received if he/she had been continuously on duty with the Company during the period of absence. The same conditions with respect to vacation taken within the calendar year shall apply as covered in this Article.

19.9 An employee who returns to regular employment during the same calendar year in which he/she terminated or began a leave of absence will not be granted additional vacation during that remaining calendar year if he/she had received pay in lieu of vacation at the time of his/her leave/termination.

19.10 If, at the time of layoff, retirement or resignation with a minimum of two (2) weeks notice, an employee has not taken all of his/her vacation which had been granted for that calendar year, he/she will receive pay for the unused portion.

19.11 Day-at-a-time (single day) and half-day-at-a-time (half day) vacations. A portion of the vacation period may be taken on a one single day or half day basis if accomplished in the following manner:

- a. At the time an employee is making their vacation period selection, the employee may elect to take up to one week of their vacation, two (2) weeks if eligible for five (5) weeks of vacation, of their vacation eligibility on a single day or half day basis. The choice of vacation time periods shall be noted on the vacation schedule.
- b. Subject to the demands of the service and upon the basis of the earliest request to the employee's immediate supervisor, an employee may request to change previously scheduled single day and half day vacation. Notice of not less than forty-eight (48) hours must be made for any request for single day and half-day vacation time.

19.12 Vacations will ordinarily begin on Sunday and end on Saturday. An employee may not schedule nonconsecutive vacation periods so as to encompass more than three (3) authorized holidays which are subject to rescheduling as "in lieu" days. The pay treatment to be accorded for an authorized holiday falling within a vacation period shall be as provided in Article 18.5 Paragraphs a and b.

19.13 Vacation Banking

- a. Employees eligible for three (3) or four (4) weeks of vacation may bank up to one (1) vacation week for each vacation year; Employees eligible for five (5) weeks of vacation may bank up to two (2) vacation weeks for each vacation year.
- b. Vacation time must be banked in full forty (40) hour increments.
- c. Banked vacation will be paid at the employee's basic rate of pay at the time the vacation is taken.
- d. Banked vacation may be accumulated from year to year, in compliance with the stipulations of this Section.
- e. When an employee resigns with proper notice, is laid off or retires, the banked vacation will be taken prior to the respective date of resignation, layoff or retirement. Employees shall have the option to be paid for banked vacation at the time of resignation, layoff or retirement.
- f. The employee's request to bank vacation time must be received by December 1 of the vacation year.
- g. Banked vacation cannot be scheduled to be taken until all applicable employees have chosen their regular, single day and half day vacation for that year.
- h. The maximum-banked vacation will be five (5) weeks.

Sensitivity: Internal

- i. Employees terminated for cause will not forfeit banked vacation.

19.14 Vacation Pay

- a. Full-time employees shall be paid during their vacation periods at their basic wage rates.
 - a.1 Part-time employees shall be paid vacation pay at their basic wage rates, based upon their average scheduled work week computed from the six (6) month period immediately preceding their vacation period
- b. Differential and/or premium payments will be included in vacation pay if the differential and/or premium was in full effect for the four (4) weeks prior to the vacation.
- c. For the purposes of determining vacation eligibility, regular part-time employees shall accumulate vacation eligibility on the basis of continuous service.

ARTICLE 20 WORKING PRACTICES

- 20.1 Working practices applicable to Customer Services or a combination of these services, to which the Company and the Union have mutually agreed, are so indicated by appropriate service designation within the Sections and Paragraphs of the Articles of this Agreement. Those Sections and Paragraphs of the Articles of this Agreement which bear no designation limiting their application to a particular service or combination of services shall be considered as applicable to all services covered by this Agreement. Such practices shall remain unchanged and in full force and effect for the duration of this Agreement.
- 20.2 Any working practice or condition not contained in this Agreement shall not be changed to the detriment of the employees covered by this Agreement.

19.3 Inclement Weather

- a. When employees report for duty and because of inclement weather are, in the opinion of the supervisor, unable to perform their regular duties, they shall be assigned such other work as may be available in order that their time may be profitably utilized. If no such duties are assigned, they will be paid for the time off, provided they remain available for service or are specifically excused by the supervisor.

Sensitivity: Internal

20.4 Productive Work by Management

- a. The Company acknowledges a general policy and intent that supervisory personnel will not be expected to do substantial productive work of the same type and nature as normally assigned subordinate employees within the bargaining unit.
- b. It is understood that the exercise of supervisory responsibilities can involve duly limited performance of productive work under the following

circumstances: to acquire and maintain knowledge and skills of equipment and procedures for effectively directing the work of subordinates; to perform such inspection and testing as may be necessitated to evaluate quality and quantity of work performed by subordinates, or to determine what, if any, work needs to be performed by subordinates; to acquire and practice the skills necessary for Civilian Defense or other public emergency; to meet service emergencies; to accomplish appropriate training of employees; to teach and enforce safety practices; to perform such other work as may be necessary to meet the service requirements of the Company when an appropriate nonsupervisory employee is not available, or cannot be reached for assignment; or when the supervisor already is on the site for other management purposes and the correction of an existing difficulty entails such limited effort that customer service is facilitated and the calling out of a non-supervisory employee would not be supportable by the circumstances.

20.5 Temporary Assignments Away from Headquarters

- a. Located employees, who are assigned to work locations away from headquarters, excluding Company school attendance, may, at employee request, be returned to headquarters at Company expense once each three (3) weeks for personal time at home.
- b. This provision will not be applicable under circumstances that the employee has accepted temporary relocation, with or without reclassification, in lieu of layoff at the employee's headquarters location.
- c. Whenever there exists a service emergency, the three (3) week period will not operate to limit the Company in taking actions appropriate to the circumstances. In such events, the return to headquarters will be as expeditious as circumstances then existing will permit.
- d. Whenever normal work can be completed within a fourth week, the work circumstances shall be controlling except that the period away from

Sensitivity: Internal

headquarters shall not exceed four (4) weeks except in service emergencies.

20.6 Temporary Assignments Outside Assigned Plant Area

- a. Employees may be assigned temporarily to work at other places, but, while so assigned, they retain status as of their principal location, including wage treatment.
- b. The Company will provide at least two (2) calendar days advance notice of such assignment under circumstances that no service emergency exists.
- c. Whenever a service emergency exists wherein the Company decides that direct action is required, notice given will be that which is consistent with the circumstances then existing.
- d. The advance notice specified in this provision does not apply under circumstances that the employee will return to headquarters the same day.

- 20.7 Use of Employee's Motor Vehicles
- a. Employees will not usually be called upon to make use of their personal vehicles in connection with their job duties.
 - b. Whenever employees should be requested to use their personal vehicle in connection with job duties or whenever they may so use a personal vehicle upon their request with Company permission granted, the Company will reimburse the employees for such use at the Company policy rate determined on the direct route mileage between the respective points of travel. This rate shall not be less than maximum allowable I.R.S. rate per mile for this contract period.

20.8 Rest Period

Any employee working sixteen (16) hours or more within a 24 hour period shall have an eight (8) hour rest period before reporting to his/her next scheduled tour of duty. If such rest period extends into the employee's regular scheduled tour, he/she shall not be required to report to work but will be paid his/her regular straight-time rate of pay for all hours that extend into his/her regular scheduled time. Should an employee be required to report back to work before the eight (8) hours has elapsed, he/she shall be paid one and one-half (1 1/2) times the regular rate of pay for all hours worked until eight (8) hours from the time the rest period began.

Sensitivity: Internal

**ARTICLE 21
SAFETY PRACTICES**

- 21.1 Safety is a concern of the Company and the Union. The Company and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote full understanding and acceptance of principles of safety on the part of all employees to provide for their own safety and that of their fellow employees, customer and the general public.
- 21.2 There shall be a Safety Committee in each division composed of members appointed by the Company and the Union (maximum of three (3) from each unless mutually agreed otherwise) which shall normally meet at least monthly by conference call for outlying areas to discuss and cooperate in the application and enforcement of safe work principles and practices. Federal, State, and Municipal laws or regulations that are in force in the locality where work is being done shall be complied with at all times.
- 21.3 Any employee may submit to his/her supervisor or the Safety Committee comments, concerns or suggestions relating to safe working conditions, accidents or injuries.
- 21.4 The Company agrees to furnish protective clothing necessary to inhibit unreasonable damage or deterioration of clothing due to caustics, etc., i.e., apron style protectors for cable splicers handling jelly-filled cable.

- 21.5 The Company shall provide to employees, when necessary, rubber gloves for the safe performance of their job assignment.
- 21.6 In cases of emergency or disaster when employees are required to work in inclement weather, the Company shall provide if available the necessary slickers and rubber foot covering.
- 21.7 The Company shall supply rubber aprons where necessary for employees working around batteries in central offices.

**ARTICLE 22
TOOLS AND EQUIPMENT**

- 22.1 The Company will furnish to new employees, and on a replacement basis to

Sensitivity: Internal

88

present employees, all tools and equipment 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 or equipment 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.

- 22.2 All tools and equipment furnished by the Company will be charged to the employee, and the employee will be held responsible.
 - a. Employees who are furnished tools and equipment will be held responsible for the proper use, care and maintenance of these items, and will be held to an accounting of all tools and equipment at the time of replacement thereof, or upon termination of employment with the Company.
- 22.3 The Company will replace all tools and equipment that are broken and/or worn-out through normal wear, except those not specified as standard by the Company.
 - a. Tools and equipment 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.
- 22.4 The Company reserves the right of inspecting all tools and equipment at any time and condemning for further use any tools and equipment which are worn out or unfit for further use or any tools and equipment not of the kind, type or make furnished by the Company.

**ARTICLE 23
JOB TITLES OF EMPLOYEES AND CHANGES IN ASSIGNMENT**

23.1 The job title classification, to which any employee is assigned Under this Agreement, will be in accordance with the preponderance of work duties they are called upon to perform as related to the nature of the duties attributable to the particular job title classification.

- a. The foregoing does not preclude an employee being called upon to perform work not usually performed, nor does it preclude temporary assignments in a higher or lower job title classification.

Sensitivity: Internal

88

- b. An employee under consideration for reclassification to a higher or lower job category may be required to work in the other job for a period not exceeding one (1) month without formal reclassification. Such temporary assignment involves consideration for reclassification, and opportunity for observation of the employee's knowledge, skills and other qualifications, to perform the job duties associated with the assignment under consideration.
- c. Employees may be temporarily assigned out of their own classification for the purpose of receiving specific training for another position.
- d. None of the provisions of the foregoing paragraphs a, b, and c shall be applied in such manner as to negate the intents and application of Article 24, Job Application Procedure, nor of Article 13, Seniority, Section 13.4, nor of Article 23, Job Titles of Employees and Changes in Assignment.

23.2 A supervisory employee who is reclassified to a nonsupervisory position outside of the bargaining unit or who is transferred within the bargaining unit shall take their proper place in seniority among nonsupervisory employees covered by this Agreement according to their total number of service credits as listed on the Company's records.

23.3 Employees Temporarily Assigned to a Higher Classification.

- a. Except as otherwise provided in this contract, any employee assigned to a higher classification for one (1) full working hour or more shall be paid for the time worked on the temporary assignment in accordance with Section 4 or 6, whichever is applicable.
 - a.1 This Section shall not apply to employees who are receiving specific training for another position.
 - a.2 "Temporarily assigned" shall mean an employee who works for at least one (1) hour on a specific job assignment.
 - a.3 Applicable differentials for work in the higher class as described above shall apply.
- b. The Company will not make assignments in such manner as to constitute deliberate avoidance of wage rate readjustment by virtue of the one (1) hour preliminary period.

- c. Any employee temporarily assigned to a higher classification in a location other than their principal location, will be paid in accordance with Section 6 of this Article.

23.4 Wage Treatment Upon Reclassification - Promotion

- a. Whenever an employee is reclassified to a higher rated job, a reclassification wage increase will be made. The employee's wage rate for the new assignment will be the higher schedule amount, which most closely represents an immediate wage increase.
 - a.1 The amount of wage increase as described in paragraph 23.4a shall in no case be less than fifteen cents (\$0.15) per hour.
 - a.2 For employees on incentive compensation plans, the amount of wage increase as described in paragraph 23.4a shall in no case be less than seventy-five cents (\$0.75) per hour.a.3 The adjusted wage rate may not be more than the top rate for the higher job.
 - a.4 The wage rate of an employee reclassified to a higher schedule job previously held would be determined either by placement on the corresponding step position the employee was in when they last held that position, or through the procedure set forth in this section, whichever is greater.
- b. The date for the employee's next wage progression adjustment, as established within the previous job, is not to be disturbed by the reclassification. This date remains the date for the next progression adjustment on the new job.

23.5 Wage Treatment Upon Reclassification - Lower Job

- a. When an employee is reclassified to a lower rated job, a reclassification wage decrease will be made. The employee's wage rate for the lower rated job will be that lower schedule amount which most closely represents a minimal wage decrease.
 - a.1 The adjusted wage rate may not be less than the lowest rate for the lower job.
 - a.2 When the downward reclassification is to the immediately preceding job assignment, and the action is taken within a period

of six (6) months, the employee's wage rate treatment will be the same as though the original upward reclassification had not occurred.

23.6 Wage Treatment Upon Reclassification - Lateral

- a. When an employee is reclassified to an equally rated job (lateral) within the same Exchange Wage Classification Area, the current wage rate would remain in effect until normal progression provides for a higher amount.
- b. When an employee is reclassified to an equally rate job (lateral) or transferred in the same job title classification from one Exchange Wage Classification Area to another, the following procedure will apply:
 - b.1 The employee will be placed at the corresponding wage schedule step position in the new Exchange Wage Classification Area.
 - b.2 Whenever such transfer is made for Company convenience, the employee's original wage rate will be protected should the determined new rate be lower. In such event, the original rate will remain in effect until normal progression on the applicable wage schedule provides for a higher amount.
 - b.3 The exception in paragraph b.2 shall not apply when the transfer is for the employee's convenience, such as being a successful bidder or requests for transfer for personal reasons.
 - b.4 When the transfer is arranged as the result of a force adjustment, the employee's basic wage rate will be reduced incrementally until it reaches the appropriate step in the new Exchange Wage Classification Area.

ARTICLE 24 JOB APPLICATION PROCEDURE

- 24.1 Whenever there is an approved job vacancy within the bargaining unit, the Company agrees to utilize the job application procedure hereinafter described.
 - a. Jobs will be posted for a period of **ten (10) calendar** days on the Intranet. The Company will make an effort to post on Company Bulletin

Sensitivity: Internal

Boards within each District.

- a.1. The parties agree that the intranet is the method employees will

use to nominate themselves for a vacancy. A job not posted to Company Bulletin Boards does not absolve the employee's responsibility to use the aforementioned methods.

- b. Employees may apply for an unlimited number of posted vacancies at any given time.
 - c. The appropriate application must be completed by the employee and forwarded to the responsible Human Resources Representative on or before the posting close date. The posting close date will be included on every posting. Applications must be received by the Human Resources Representative on or before the posting close.
 - c.1 All applications must indicate the requisition number of the posted vacancy for which the employee is applying. The requisition number is available on the intranet for all postings.
 - d. Employees must submit a separate application for each and every posted vacancy for which they are interested. Employee applications will only be valid for the specific requisition number indicated on the application and will not be valid for any other vacancies.
 - e. Employees will not be eligible candidates for vacancies in their current job title within the same exchange and department.
 - f. Employees who refuse a position offered through the job posting procedure can be considered for future vacancies within the same job title/location. The employee must apply for each vacancy they are interested in as it occurs.
- 24.2 Interdepartmental lateral job placements will be contingent upon there being no material disruption to operations within the department from which the employee would transfer. In the event that immediate job placement is denied an otherwise qualified employee for such reason, the employee shall be afforded transfer consideration at the earliest opportunity thereafter.
- 24.3 In the selection of employees for transfer, seniority will govern if all other qualifications of the employees are substantially equal, except that when a current under-utilization study indicates a deficiency, then affected class members of the unit whose ability and qualifications are sufficient shall be

Sensitivity: Internal

given priority.

- 24.4 With exception of the positions set forth in Section 24.4a, , seniority shall be the deciding factor, insofar as the ability of the employee and the conditions of the business will permit, in filling vacancies through the application procedure.
- a. Candidates for job vacancies for, Outside Plant Technician will be hired in the following priority order.
 - a.1 The most senior employee who possesses the minimum expectations and desired qualifications set forth in the job posting who

also have preferential placement rights (employees who are either surplus, laid off or have medical restrictions). Laid off employees will be considered if the position is lateral rated from the position which they were laid off.

a.2 The most senior employee who possesses the minimum expectations and desired qualifications set forth in the job posting who submits a valid application for a posted vacancy.

a.3 If no Employee, who possesses the minimum expectations and desired qualifications set forth in the job posting, submits a valid application, the Company will hire an employee from outside of the bargaining unit that possesses the minimum expectations and desired qualifications.

a.4 If no external applicant possesses the minimum expectations and desired qualifications, the Company will hire the most qualified applicant from within the bargaining unit.

- b. When a transfer is made from one (1) location to another at the request of the employee, all expenses of the move will be paid by the employee.
- c. With the exception of the positions set forth in Section 24.4a when a job vacancy is filled by the Company, candidates will be considered in the following priority order:
 - c.1 Employees with preferential placement rights (employees who are either surplus, laid off, or have medical restrictions). Laid off employees will be considered if the position is lateral or lower rated from the position which they were laid off.

Sensitivity: Internal

c.2 Employees who submit a valid application for a posted vacancy.

- c.3 Should no qualified employee submit an application or should no valid application be received for a job vacancy, the Company will consider employees with a minimum of twelve months in their current position in seniority order, who have filed invalid application requests at the time the vacancy is effective.

c.4 New hires.

24.5 It is agreed between the parties that "shopping around" will not be condoned.

- a. Employees who have accepted positions within the twenty-four (24) months preceding the date of a later vacancy will not be considered valid bidders.
- b. These limitations shall not apply to an employee force adjusted under Article 26 to the extent that the employee is seeking to retreat to the position from which the employee was force adjusted. Nor shall the above limitations apply to employees involuntarily moved fifty (50) miles

above limitations apply to employees involuntarily moved fifty (50) miles or less under the provisions of Article 26.1.a.

- 24.6 The Company will notify selected employees of their selections within ten (10) calendar days of the position being filled. The Company will also notify within that time frame any employee or employees of more seniority than the employee selected together with the reason or reasons why they were not selected. A copy of this notification will also be sent to the Union and, if requested by the Union, a copy of supporting documentation of the selected employee/candidate.
- 24.7 The parties recognize that there may be times when a distress transfer or reclassification must be made. The problem shall be resolved by mutual consent of the Company and the Union. The employee involved shall pay all moving expenses, if any, but with no loss in regular scheduled "basic wages" for reasonable travel time as determined by the Company.

ARTICLE 25 BOARD AND LODGING

- 25.1 Located employees may be, from time to time, temporarily assigned by the Company to work or attend meetings or schools in a town other than the town

Sensitivity: Internal

88

in which they are located.

- 25.2 When an employee is sent out of town to work or attend meetings or school requiring an overnight stay, the Company will pay the employee a per diem of \$44.00 for each full day away overnight. This per diem shall cover all expenses other than lodging and transportation to and from the school, meeting or assignment. Lodging (room and tax only) shall be reimbursed by the Company. When such overnight assignments involve partial days out of the area, the Company shall reimburse the employee a partial per diem for meals purchased as follows: \$10.50 for breakfast, \$12.50 for lunch, and \$21.00 for dinner.
- 25.3 When an employee is assigned to a distant location as outlined in paragraph 25.2 and the use of the employee's personal vehicle has been authorized for this purpose, the employee will be granted a mileage allowance for round trip mileage from the normal work location to the temporary assignment location on the last day of each such assignment at the Company policy rate. This will be in addition to the applicable per diem allowance on the first day of the assignment. This rate shall not be less than the IRS maximum allowable rate.
- 25.4 Employees assigned to a temporary location forty-five (45) miles or more from their headquarters location for seven (7) continuous days will be entitled to reimbursement for reasonable receipted laundry expense, excluding dry-cleaning.
- 25.5 Traveling time spent by an employee as part of their principal job duties shall be treated as hours worked.

- a. The time shall be inclusive between the limits of when the employee reports for work for the day, as required, and when released from work at the end of that day, mealtime excluded.
 - b. The time commences when the employee reports for work at the designated place and time, and ends when released from duties, mealtime excluded.
- 25.6 Time spent by an employee, under Company direction and in line of assigned job duties, as driver or passenger of a Company motor vehicle while going to or from a work location shall be treated as working time, meal time excluded.
- a. Whenever an employee is directed to, or is authorized to use a personal motor vehicle in lieu of a Company-assigned motor vehicle, travel time shall be paid as specified in paragraph 25.6.

Sensitivity: Internal

88

- 25.7 Traveling time spent by an employee, under Company direction and in connection with their job duties, by means of public transportation facilities, will be compensated as work time, but not in excess of eight (8) hours a day.
- a. On scheduled workdays, compensation will be for the time spent in traveling that falls within the limits of the scheduled work hours, mealtime excluded.
 - b. On nonscheduled workdays, compensation will be for the time spent in traveling that falls within the limits of those hours that correspond to a normal scheduled workday. In event of question as to what constitutes corresponding scheduled hours, the work day for a full-time employee shall be presumed to include eight (8) hours, 8:00 A.M. to 5:00 P.M.
 - c. Should the employee elect alternatively to travel by means of personal motor vehicle as a matter of convenience, and the Company consent be granted, traveling time will be compensated as though the employee had traveled by offered public transportation facilities.
- 25.8 Traveling time spent by an employee, by reason of Company-required attendance at Company schools or conferences, shall be compensated as work time under the provisions of paragraphs 25.6 or 25.7, as the case may be.
- 25.9 There shall be no reduction in scheduled hours on a scheduled work day by reason of traveling under Company direction for Company business.
- 25.10 Compensable travel time on a Sunday shall be paid at time and one-half as prescribed for Sunday tours in Article 16.2, however, such time shall not be considered when determining weekly overtime.
- 25.11 The provisions of Article 16.2 are applicable to Sunday travel time only when such time is spent in direct connection with performance of immediate job duties.
- 25.12 Employees assigned qualifying duty for per diem who are not able to work because of illness or injury will continue to receive per diem while temporarily

incapacitated, provided they are actually staying overnight and incurring expenses. Employees hospitalized or at home during the disability will not continue to receive the per diem while away from the job.

- 25.13 Employees will be reimbursed for evening meal expenses of twelve dollars (\$12.00) if the employee works in excess of eleven (11) hours that day without a meal break during the last session. Employees on 4/10 schedules are

Sensitivity: Internal

required to work in excess in thirteen (13) hours to receive the evening meal allowance.

- a. This section shall not apply to employees receiving per diem expenses, to employees eligible for an evening or night premium, or if a reasonable meal is furnished at Company expense.

- 25.14 Under no circumstances will the per diem allowances set forth in paragraphs 25.2 and the evening meal allowance in paragraph 25.13 be paid for the same day.

- 25.15 When the Company elects to furnish transportation and employees travel from the headquarters location to a temporary location and return to the headquarters location within the scheduled tour or during overtime, no daily allowance will be paid as set forth in paragraph 25.2; however, travel time shall be treated as time worked in these cases.

- a. In the case of employees assigned to a temporary location forty-five (45) miles or more from the headquarters location under circumstances where there are no suitable commercial lodging facilities within a ten (10) mile radius of the temporary location, travel time to and from the nearest suitable lodging shall be considered as time worked. In this circumstance, the per diem allowance prescribed in paragraph 25.2 would be continued. Additionally, if use of a personal vehicle has been authorized for the temporary assignment, the mileage allowance would also be applicable to and from the lodging site.

- 25.16 Transportation to each distant temporary assignment location will be furnished by the Company, and at its option may be either by Company vehicle, public conveyance, or in lieu thereof, by paying a mileage allowance at the Company policy rate when the use of an employee's personal vehicle has been authorized as covered in paragraph 25.3.

- a. Employees authorized or requested by the Company to use their personal vehicles at distant locations for Company business activities will be reimbursed for miles driven in such activities at the Company policy rate. This rate shall not be less than the IRS maximum allowable rate per mile for this contract period.

- 25.17 The one-way highway distance by the shortest reasonable direct route will be used by the Company in computing mileage allowances. Reimbursement of turnpike tolls will be made to employees electing to receive actual expenses.

- 25.18 Under no circumstances will a located employee qualify for per diem or

Sensitivity: Internal

mileage allowances by being temporarily assigned to a facility other than the employee's normal work facility which is located in the same town or exchange in which the employee is located or resides.

- 25.19 In the event an employee on temporary assignment becomes subject to disciplinary action requiring suspension without pay, the employee would receive per diem compensation as determined by Company management, based on the circumstances of each individual case.
- a. For suspensions of one (1) day or less, there will be no interruption in per diem payments.
 - b. For suspensions of more than one (1) day when the employee has not been authorized the use of a personal vehicle, and return to the headquarters location would be inconvenient in the judgment of Company management, the employee will be authorized the appropriate per diem allowance for the period of the suspension, or until it becomes convenient to return the employee to the headquarters location, if that should occur before the end of the suspension.
 - c. For suspensions of more than one (1) day when the employee has been authorized use of a personal vehicle, the employee may be granted the applicable incidental meal allowances and the mileage allowance on the first day of the suspension. If return to work location requires travel on the last day of suspension, the employee would be eligible for applicable per diem for that day.

25.20 The Company recognizes that there may be certain special circumstances that make it impractical to apply the per diem described in paragraph 25.2. Examples of these cases are when travel for training or other purposes is to distant high cost locations outside the boundaries of the Company, or when unusual conditions such as tornadoes or hurricanes in the area temporarily assigned have temporarily created substantial increases in room and board expenses. In these cases, and others determined qualifying by the Company, as well as special cases where an employee is required to spend the night at a location less than forty-five (45) miles away from the employee's headquarters location, the Company retains the right to shift to an actual expense form of reimbursement.

ARTICLE 26

Sensitivity: Internal

FORCE ADJUSTMENT

- 26.1 Force Adjustment means a directed reduction in the number of employees working in any given job title classification, in any division or exchange, as against the currently prevailing level.
- a. The provisions of 26.1 do not apply to an exchange if employees are offered a job within their title classification in an exchange that is located fifty (50) miles or less from their existing exchange within their district.
 - b. A Force Adjustment results from a reduced need in quantity of scheduled productive work hours by reason of technological change, altered market requirements for services or products, shifts in general economic conditions, or other similar factors that may influence the conduct of the Company's business.
 - c. Variations in the scheduling of regular part-time employees does not constitute a Force Adjustment.
- 26.2 Temporary Force Adjustment means a force adjustment that is local in nature and without immediately identifiable long-term effects.
- a. A temporary force adjustment is a layoff of forty-five (45) days, or less, and involves incidental variances in immediate work requirements.
- 26.3 Force Surplus means those regular employees whose status is changed by reason of a Force Adjustment.
- 26.4 Laid-Off Employees are those regular employees whose active employment is terminated by reason of a force adjustment.
- a. Laid-Off Employees are "employees" only with regard to recall rights set forth within this article. They are at liberty to secure other employment without loss of prescribed recall rights.
- 26.5 Unless otherwise specified, or mutually agreed upon by parties to this agreement, force adjusting will be by job title classification(s) in each Department affected, and within the exchange, or division, as the case may be.
- 26.6 Temporary force adjustments will be made on an immediate basis according to the needs of the business and the jobs directly concerned.
- a. The provisions of Article 13.2.a, Seniority, will apply in temporary force

Sensitivity: Internal

adjustments.

- 26.7 When a force adjustment that is other than temporary is considered necessary by the Company, layoffs will be accomplished in the following order to the extent needed within each Department (Operations, Network Engineering and

extent needed within each Department (Operations, Production, Engineering and Construction, Customer Service and Retail Sales) and location.

- a. Occasional and/or temporary employees.
- b. Probationary employees.
- c. Regular part-time employees.
- d. Regular employees with less than twelve (12) months net credited service.

26.8 In the sequential laying off of regular part-time employees, and of regular full-time employees with less than twelve (12) months net credited service, order of seniority will not be solely governing but, other factors being equal, inverse seniority will be followed.

- a. A major factor in the determination will be the employee's exhibited relative qualifications for the job and for the Company's projected force needs.
- b. Part-time employees who have been available for, and ready to accept, full-time employment will have superior privileges for retention of employment over those who are part-time by their own choice and/or availability.

26.9 In the event that additional layoffs, or part-timing, or both become necessary, the Company and the Union may negotiate a plan for further procedure.

- a. Such negotiations in process shall not serve to prevent the Company from reducing its forces during the interim period, at least on a temporary basis pending development of an alternate plan.

26.10 If no call is made for negotiations, or if agreement as to a mutually accepted final plan cannot be achieved within fifteen (15) calendar days after commencement of negotiations, force adjustments will be effected to the extent needed, by inverse order of seniority in the affected job title classifications.

26.11 Employees outside the collective bargaining unit, who are entered into the bargaining unit as a result of a force adjustment, shall take their proper place in

Sensitivity: Internal

seniority among bargaining unit employees according to their total net credited service as established by Company records.

- a. The employees so transferred will not be afforded exceptional privileges but, rather, will exercise seniority on the same basis as other bargaining unit personnel for all purposes other than bumping.
- b. During the first six (6) months thereafter, such employees may exercise bumping rights only to the extent of seniority actually developed by previous employment in the bargaining unit.

26.12 For the purposes of this Article, employees absent from active employment by reason of disability and/or leave of absence shall be treated as follows:

- a. When sufficient seniority exists for retention of employment, the employee's status is to remain unchanged pending otherwise availability to return to active employment.
- b. When insufficient seniority exists, the employee shall be subject to layoff, the same as though the employee was actively at work.
- c. Employees on leave of absence, where under reinstatement is not assured by the conditions of the leave, will be treated similarly but within the terms of the leave, and failure to attain reinstatement shall not be construed as a layoff.

26.13 The Company will keep the Union informed as soon thereafter as practical, of temporary force adjustments that exceed or are expected to exceed, five (5) consecutive work days.

- a. At least twenty-one (21) calendar days notification will be given of expected full layoff of regular full-time employees.
- b. All notifications will be directed to the designated office of the Union by the Director of Labor Relations or the Division Manager or designated representative.

26.14 Any force surplus regular full-time employee, or regular full-time employee who is force adjusted to regular part-time employee, having more than twelve (12) months net credited service, shall have job transfer and/or "bumping" rights.

- a. Such employee may file a transfer request as against a job vacancy elsewhere in the Company.

Sensitivity: Internal

- b. Transfer may be to a vacant job within the bargaining unit in the same title classification but in another location, in a different title classification at the same location, or in a different title classification in another location.
- c. If an employee relocates to another work location as a result of a force adjustment under the provisions set forth, such reasonable moving expenses will be borne by the Company up to an amount not to exceed three thousand five hundred dollars (\$3,500.00). Employees who relocate as a result of "bumping", pursuant to this section, shall not be eligible for moving expenses. If employees received relocation expenses and leave the Company voluntarily within one (1) year, they must repay any relocation funds.

26.15 In the application of bumping privileges, the following area limitations shall apply:

- a. Employees having four (4) years net credited service, or less, may exercise their option within the same Department, and within the Division.

- b. Employees having over four (4) years net credited service may exercise their option within the collective bargaining unit.
- c. The Force Adjustment Boundary is defined as the surplus employee's headquarters division and one other division of their choosing.
- d. The division to be the Force Adjustment Boundary must be selected by force surplus employees and communicated to their supervisors in writing within ten (10) days of notifications of layoff.

26.16 The privilege of displacing a less senior employee to retain continuing employment is at the election of the employee subject to the following considerations:

- a. Force surplus employees not desiring to exercise their option, do not prejudice their rights for recall from layoff under the provisions of this Article.
- b. Advance notification of desire to exercise their option must be given by force surplus employees to their supervisors in writing within ten (10) days of notification of layoff. Employees electing not to exercise their

Sensitivity: Internal

option prior to layoff may not recover the privilege once they are laid off.

- c. A force surplus employee may not exercise seniority so as to displace another who is in a higher job classification.
- d. Neither "shopping around" nor seeking of new job experience will be permitted. The force surplus employee may not exercise bumping elsewhere in the Division unless there is no reasonable opportunity to do so within the Exchange, likewise from the Division to the Force Adjustment Boundary (as outlined in this Section) or from the Force Adjustment Boundary to the bargaining unit.

26.17 Force surplus employees also may not bump into a new job title classification when there is opportunity to bump in their own classification or into one previously occupied by them.

26.18 When the selected job requires the force surplus employee to relocate, and more than one (1) choice of location is possible, the Company may exercise discretion as to permitted location, or alternate locations, based on best meeting the needs of the business, giving due weight to the employee's desires.

26.19 If the selected job is one previously held by those employees, they must be able to perform the same job currently with but minimal time for refamiliarization.

- a. If the selected job is one not previously held by those employees, they must possess sufficient qualifications of skill, aptitude, experience, dexterity, and knowledge, in accordance with Company standards in

effect at the time, so that the job can be performed with minimum additional training.

- b. So as to avoid situations of employees of limited experience in their title classification from bumping a more seasoned employee in that same classification, force surplus employees can exercise their full seniority only if they have two (2) or more years work time spent in that job. If they elect to seek a job of lower classification previously held by them, their time in both jobs shall be additive for purposes of this provision.
- c. The least senior employees in the job title classification shall be the ones who are displaced and they, in turn, then become force surplus and may exercise any privileges available to them under this Article.

Sensitivity: Internal

26.20 The advance notification requirements of this Article are not applicable to such displacements, but, rather, will be considered as a consequence of the original force adjustment. However, it is intended that the displaced employees be given best practical advance notification that they are being bumped.

26.21 Employees force adjusted under the provisions of this Article who are still in active regular employment status shall have retreat rights if the original job becomes open within twelve (12) months. Such employees will be given the choice of remaining where they are or returning to the original job.

26.22 When additions to the remaining work force are required, laid-off employees will be offered reinstatement in order of seniority to the extent that the individual can do the work.

- a. Laid-off employees shall be offered reinstatement before new employees are engaged.
- b. The Company is not obligated to recall former employees who have been laid off continuously for more than eighteen, (18) calendar months. The Company will, however, give them preferential consideration in rehiring upon application filed by the individual subject to ability and qualifications.
- c. Net credited service will not be impacted by layoffs of forty-five (45) calendar days or less. Seniority, however, will continue to accrue for not more than eighteen (18) calendar months for purposes of recall from layoff.

26.23 Laid-off employees must keep the Company informed of the address at which they can be reached.

- a. The Company is not obligated to go beyond the address last given by the individual.

26.24 When the Company is prepared to recall laid-off employees, a registered letter or a telegram will be directed to them at their last address on record.

- a. Employees shall indicate their acceptance or rejection in writing within five (5) calendar days from the date of delivery of the message at the

five (5) calendar days from the date of delivery of the message at the given address.

- b. Employees must be prepared to report to work within fifteen (15) calendar days from date of delivery at the given address.

Sensitivity: Internal

88

- c. Failure to keep the Company posted as to an address at which they can be reached, to indicate timely acceptance or rejection, or to report to work within the prescribed period, shall constitute a forfeiture of further recall rights.
- d. Reasonable exception may be extended when temporary personal disability prevents timely acceptance of offered reinstatement. In such event the Company will decide whether to hold the vacancy open or to repeat the recall at the next suitable vacancy.
- e. Refusal to accept recall to a job not similar in nature to the normal occupation or work of the person shall not terminate recall rights. However, recall rights can be lost upon refusal to accept an offered comparable job assignment. (See also Article 28.11, a and b.)

26.25 In recalling after a force adjustment, the Company will recall laid-off employees at each Exchange, or Division in order of their seniority for positions from which they were laid off. If all lateral or lower rated positions within another department are not filled following a recall, then it is the Company's intention to recall employees laid off from other departments, based on seniority, ability, and qualifications. The four Divisions are New Mexico, Oklahoma, West Texas and East Texas.

26.26 When laid-off employees are recalled following a force adjustment, they shall be placed on the appropriate wage progression schedule in accordance with the following:

- a. If the same job title is available, they shall be placed on the same position of the wage progression schedule they were on at the time of the force adjustment.
- b. If they return to a lower rated job, or lateral job, they will be considered as reclassified from their former job with wage treatment thereby as outlined in Article 23. This procedure will be applicable, as well, when relocation is involved.

26.27 Vacations Pertaining to Force Adjustment. (See Article 19.10 - Vacation.)

ARTICLE 27 ABSENCE FROM DUTY

27.1 Voting. Employees are expected to make every effort to vote during other than

Sensitivity: Internal

88

working hours. Any employee who on a day on which a National, State or Local election is held is unable to vote due to the scheduled tour, may upon adequate explanation at least 24 hours before the election day have his or her schedule adjusted to allow at least three (3) hours either before or after such rescheduled tour to vote.

- 27.2 **Jury Duty.** Employees who are required to serve as jurors shall be excused from their regular workday schedule each day they are required to report for jury duty, and they shall be paid at their basic wage rate for such absence. Employees who are scheduled to work an evening or night shift will be rescheduled to work a day shift effective the first day they report for jury duty. If employees are excused from such jury duty for all or part of a scheduled day, they shall promptly contact their immediate supervisor in person or by telephone for an assignment. Any monies, other than expenses, paid the employee by the court shall be integrated into the employee's basic wage paid during that jury duty.
- 27.3 **Witness Duty.** Regular employees who are required to appear as witnesses in court shall be excused from their regular workday schedule each day they are required to report for witness duty and they shall be paid at their basic wage rate for such absence. Employees who are scheduled to work an evening or night shift shall be rescheduled to work a day shift on each day the employee is required to serve as a witness. If employees are excused from such witness duty for all or part of a scheduled day, they shall promptly contact their immediate supervisor in person or by telephone for an assignment. Any monies, other than expenses, paid the employee by any source for acting as a witness shall be integrated into the employee's basic wage paid while being a witness.
- 27.4 **Election Day Service.** Any employee who requests time off to serve in connection with a National, State or Local election shall be excused for the entire day without pay if the demands of service permit.
- 27.5 Death in Family.** In the event of a death in the immediate family, **or the employee's aunt or uncle** a Regular Full-time employee shall be granted time off without loss of pay for a period not to exceed five (5) days. The amount of time off depends upon the circumstances of each case.
- 27.6 **Illness in Family.** A Regular Full-time employee who actually attends to an immediate family member because of a life threatening injury/illness to that immediate family member, shall suffer no loss in pay for up to forty (40) hours per calendar year. The parties agree that this provision may appropriately be monitored for possible abuse. (See Appendix D, Letter of Understanding).

- 27.7 When it is necessary for employees to be active pallbearers, they will be paid at their basic hourly rate of pay for a maximum of one (1) tour upon proper approval.
- 27.8 "Immediate family or household" for the purpose of this Agreement shall be interpreted to mean spouse, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, any generation of grandparent, grandchildren, stepmother, stepfather, stepbrother, stepsister, or stepchildren of an employee or anyone so related to the employee's spouse or anyone who lives in the immediate household as a member of the family.
- 27.9 A maximum of one (1) days pay at the basic hourly rate shall be allowed for time involved in taking physical examination prior to entering Armed Services.
- 27.10 Leaves of Absences. Regular Full-time employees may upon written request be granted a leave of absence, without pay, service requirements permitting, as determined by the Company, for a period of up to six (6) months. Such request must be submitted to the employee's supervisor in advance of the time the leave of absence is wanted, indicating the reason for requesting a leave of absence and the date of return to work.
- a. The period of absence will not be deducted in computing term of employment, and the period of absence will not be credited for wage progression purposes.
 - b. A leave of absence granted under the terms of this Agreement will be terminated:
 - b.1 Whenever the Union shall cease to be the bargaining representative for the eligible employees in the department involved.
 - b.2 Or upon expiration of the period for which the leave is granted.
 - b.3 Or prior to such expiration, upon the date an employee shall return to work following assignment by his/her supervisor.
 - c. Any employee excused from duty or granted a leave of absence under this Agreement will be restored to the status of an active employee at the termination of his/her absence; provided that, had he/she remained in active service during the period of absence, he/she would be qualified and eligible to retain his/her former position or an equivalent position.

Sensitivity: Internal

- d. No physical or occupational examination shall be required as a requisite of reemployment except where an obvious physical or mental condition exists which requires medical advice regarding job placements or fitness for work.
- e. The rate of pay upon return shall be that rate at the same point on the

wage schedule the employee occupied when he/she left; that is, any modifications in wage progression schedules effected while the employee is on leave, which changes the occupational rate in effect at the time of the leave, will be applicable to him/her upon his/her return.

- f. All rights of any employee under a leave of absence granted under this Article shall terminate if the employee resigns his/her employment with the Company or accepts employment with other than the Union or the Company, prior to the expiration of the leave.
- g. The Company may grant a leave of absence for up to six (6) months with no guarantee that a position will be available upon expiration of the leave if the employee so requests it.
- h. Incidental continuous absences of less than forty-five (45) days shall not be subtracted from the employee's service or cause a break in service, but when employees have been employed by the Company for less than six (6) months and have been absent from work continuously for more than thirty (30) days and are not entitled to sick benefits, their employment will be automatically terminated.
- i. A leave of absence granted continuous with an incidental absence will become effective from the first day of absence.

27.11 Leave of absence for personal affairs is a leave granted to an employee who wishes time off from work to attend to some pressing personal affair such as, but not limited to, the settlement of an estate after death in the family, pregnancy, or serious illness of a member of the immediate family.

27.12 Leave of absence for personal illness is a leave granted to an employee who is not eligible for benefits under the Plan for Employees Disability Benefits and because of a personal illness suffered by the employee is unable to report for regular assigned duties.

27.13 Leaves requested under this section may be extended for reasonable periods of time on proper Company approval.

Sensitivity: Internal

27.14 The Company, at its option and at its expense, may have the employee on leave of absence for illness, report to a physician selected by the Company for a medical examination and the Company will determine whether the employee's leave of absence shall be continued, based upon the medical report submitted by the physician.

27.15 The leave of absence will terminate upon a physician's report that the individual is fit to return to work, and the individual has been notified to return with reasonable time allowed for reporting for assignment.

27.16 Return from Leave Before Expiration of Leave. A regular employee on leave of absence and who may return to work as a nonregular employee at the discretion of the Company before the expiration of such leave will not experience a break in service because of such nonregular employment. Such an employee is treated as a nonregular employee only while engaged on the non-regular work.

**ARTICLE 28
TERMINATION ALLOWANCE**

28.1 Regular full-time and regular part-time employees are eligible for termination allowance under the provisions of this Article 28.

28.2 Termination allowance will be paid as herein provided to eligible employees whose service with the Company is terminated by layoff, by compulsory retirement without pension, by displacement arising through technological change, or by discharge, dismissal or release without sufficiency of cause.

28.3 No termination allowance shall be due to an employee whose termination is the result of (a) resignation or quit by the employee, (b) death, (c) voluntary or involuntary retirement with pension, (d) transfer to another System company, (e) discharge, dismissal, or release for cause, or (f) as a result of any sale or other disposition by the Company of the exchange at which the employee is working or at which the employee is assigned to work out of, when the employee concerned is continued in the employment of the company as of the new management of the exchange.

28.4 Termination Allowance will be computed as follows:

- a. One (1) weeks pay for each completed year of net credited service up to and including five (5) years; plus
- b. Two (2) weeks pay for each completed year of net credited service from

Sensitivity: Internal

six (6) years to ten (10) years, both inclusive; plus

- c. Three (3) weeks pay for each completed year of net credited service from eleven (11) years to thirteen (13) years, both inclusive; plus
- d. Four (4) weeks pay for each completed year of net credited service beyond thirteen (13) years.
- e. Termination pay will be capped at a maximum of fifty-two (52) weeks pay.

28.5 A weeks pay for the purpose of this Article 28 shall be the normal basic rate of pay of the employee at time of termination plus any permanent differential, which effectively becomes a part of the basic rate for the duties performed. Overtime and premium payments will not be considered.

28.6 Termination allowance for part-time employees will be computed according to the representative normal workweek for each such employee.

28.7 Termination allowance will be exclusive of earned pay and of vacation payments to which the employee may be eligible. Furthermore, it shall be computed without regard to unemployment compensation as established by governmental programs.

28.8 Termination allowance will be paid on a weekly basis for the hours equivalent

28.8 Termination allowance will be paid on a weekly basis for the hours equivalent to the employee's regular workweek to the extent of the total allowance granted. Such payment, however, shall not operate to change the effective date of termination of employment, which shall be the last day worked.

28.9 Lump sum payment shall be made at the employee's request conditional upon full termination of employment with no further obligation resting upon the Company with respect to that employee.

28.10 Whenever an employee who has been paid termination allowance is subsequently reemployed and is again terminated, termination allowance in the instance of the second, and subsequent, terminations will be computed on the basis of total net credited service less weeks of payments previously received.

28.11 No termination allowance shall be due any eligible employee who fails or refuses to accept an offered comparable job assignment within the same headquarters location area without good and sufficient cause demonstrated.

a. If such an offer for transfer be made when the employee is receiving termination allowance payments, such payments will thereupon be

Sensitivity: Internal

discontinued.

b. Employees who disqualify themselves for termination allowances by refusal of available transfer opportunities will be treated as waiving all further rights to reemployment and to eligibility for or continuation of termination allowance payments.

28.12 Eligible employees may refuse to accept an offer of a comparable job assignment in some other headquarters location area without loss of termination allowance. However, upon such refusal, they will be treated as waiving all further rights to reemployment with the Company as otherwise provided in this agreement.

ARTICLE 29 PENSIONS

29.1 The pension plan for the employees of the Company covered by this Agreement shall be the plan as outlined in the Windstream Pension Plan, as amended or as may be amended thereafter. The Valor Telecommunications Enterprises, LLC Pension Plan was merged into the Windstream Pension Plan on December 31, 2006. (See 'Kerrville Integration' Memorandum of Agreement with reference to pre-2003 accruals for Kerrville employees.)

29.2 During the term of this Agreement, the Company agrees that no changes will be made in the Windstream Pension Plan without prior concurrence of the Union.

29.3 All employees hired prior to March 1, 2014, shall be covered by the provisions of the Windstream Pension Plan that covered them on the effective date of this Agreement through the expiration of this Agreement. All employees hired prior to March 1, 2014 shall also be permitted to participate in the Windstream 401(k) Plan

March 1, 2014 shall also be permitted to participate in the Windstream 401(k) Plan consistent with the Plan Terms. Employees hired before March 1, 2014 shall also be eligible for a Supplemental Employer Matching Contribution under the Windstream 401(k) Plan equal to 50% of the first 6% of the employee's compensation that he contributes to the Windstream 401(k) Plan as Salary Deferral Contributions for the year.

29.4 Employees hired after February 28, 2014 shall be entitled to participation in the Windstream 401(k) Plan consistent with Plan terms. Upon successful completion of the probationary period described in this contract, employees hired after February 28, 2014 shall be eligible for a Supplemental Employer Matching Contribution under the Windstream 401(k) Plan equal to (a) 100% of the first 3% of the employee's compensation that he contributes to the Windstream 401(k) Plan as Salary Deferral

Sensitivity: Internal

Contributions for the year, plus (b) 50% of the next 2% of the employee's compensation that he contributes to the Windstream 401(k) Plan as Salary Deferral Contributions for the year.

29.5 As soon as administratively practicable following the end of the year, the Supplemental Employer Matching Contribution (as set forth in Paragraphs 29.3 and 29.4 above) shall be made by the Company to the Windstream 401(k) Plan and allocated to each eligible employee. An employee is eligible to receive Supplemental Employer Matching Contribution only with respect to the employee's compensation (as defined in the Windstream 401(k) Plan) for the portion of the year that is attributable to the period when the employee was covered by this Agreement, subject to IRS rules adopted by the Windstream 401(k) Plan regarding payment after termination of employment and IRS compensation limits. For purposes of this paragraph, (i) "retired" means termination of employment on or after age 65 or after what would have been early retirement under the Windstream Pension Plan if the employee had been eligible to participate under the Windstream Pension Plan and (ii) "disabled" means disabled under the Company's long-term disability plan."

ARTICLE 30 CONTRACT LABOR

30.1 Contract labor shall be held to seven (7) percent of the aggregate bargaining unit work force. In cases of "emergencies", as defined in Article 34, the seven (7) percent aggregate will be waived.

29.2 It is the Company's desire to retain its employees, and there is no intention to lay-off or part-time employees in order to replace them with contractors. Accordingly, the Company shall not subcontract work normally performed by Bargaining Unit employees, or new work, which the Bargaining Unit employees are qualified to perform. Further, it is recognized by the parties to this Agreement that in a rapidly changing, competitive environment of the telecommunications industry, the Company may deem it necessary to make operational changes based upon economic considerations, which could include the use of subcontractors or contractors.

29.3 The use of contractors shall not be used in an attempt to prevent payment of overtime to Company employees.

30.4 This Article 30 shall not apply to installation of central office equipment, burying drops, placing and splicing of new outside plant, locating cable, non-regulated competitive bid situations, air conditioning and other service contracts, and contract workers performing those functions shall not be included in

Sensitivity: Internal

determining the seven (7) percent limitations.

ARTICLE 31 GROUP INSURANCE

30.1 For the remainder of **2020**, benefits and rates shall remain the same as they have been since the beginning of **2020**. Beginning January 1, **2021** and for the remaining term of this Agreement, the Company will maintain and make available to employees health care plans consisting of medical benefits, dental benefits, vision benefits, life insurance and accidental death and dismemberment benefits, and long-term disability benefits, as described to the Union in negotiations, or similar benefits.

30.2 All health care plans will be administered solely in accordance with the provisions of each plan. The selection of the health care plan administrator, the administration of the health care plans 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.

30.3 The Company shall have the right to amend the health care plans in any way, including the selection of carriers. However, any amendment diminishing the level of benefits or increasing the cost to the employee/dependent will be limited to those changes also applicable to the Windstream Company Plans.

30.4 When any changes in such benefits are to be made, the Company will give the Union at least thirty (30) days-notice of such changes and upon request will meet to discuss the reason for the change.

30.5 With respect to the medical plan cost and premium sharing:

- For the HDHP Plan with the lowest deductible (in **2020**, the \$1850 deductible plan) - The Company's share of such premium shall be **70%** of the total premium costs for the term of this contract.
- **For the HDHP with the second lowest deductible (in 2020, the \$2850 deductible plan) – The Company's share of such premium shall be 75% of the total premium costs for the term of this contract.**
- For the HDHP with the third lowest deductible (in **2020**, the \$4,500 deductible plan) – The Company's share of such premium shall be 75% of the total premium costs for the term of this contract.
- For the HDHP Plan with the highest deductible (in **2020**, the \$6,550 deductible plan) – The Company's share of such premiums shall be 80% of the total premium costs for the term of this contract.

Sensitivity: Internal

For all other healthcare plans, the Company contribution shall be the same as nonbargaining. Further, if the Company provides employer premium contributions at a higher percentage for non-bargaining employees than those in this Agreement, the Company will provide non-bargaining employer premium contributions to the employees under this Agreement. The Retiree Medical is covered in the attached Memorandum of Agreement.

- 31.6 The Company will provide an annual HSA contribution in the amount of \$600 to the account of any employee enrolled in a company-sponsored HSA, **contributed in the same manner as contributed to nonbargaining employees' accounts**. If the amount increases for non-bargaining employees, the Company will provide same as non-bargaining HSA contributions to the employees under this Agreement.
- 31.7 A spousal surcharge of \$100 per month will be applicable for all employees whose working spouse has available coverage through their employer. All employees enrolled in any plans shall be subject to any assessments, surcharges or wellness requirements that are applicable to nonbargaining employees, including biometric screening and personal health assessment.

ARTICLE 32 ILLNESS TREATMENT

32.1 Sick Pay Program, effective January 1, 2018

Windstream provides sick pay of up to 8 days (64 hours maximum) in a calendar year for absences due to the employee's own injury or illness and routine doctor appointments unless state law requires otherwise. Up to three (3) of these days may be used for the injury, illness or routine doctor's appointment for the employee's child. Whenever possible, employees should provide at least fifteen (15) days advance notice for routine doctor appointments. Windstream may request a doctor's note for any absence; however, absences of more than 3 consecutive workdays automatically require medical documentation for payment under the Sick Pay Program. Benefits for bargaining unit employees are outlined in their collective bargaining agreement.

Eligibility

- * Regular (scheduled to work at least 20 hours/week) employees are eligible to receive Sick Pay.
- * Part-time regular employees are eligible to receive Sick Pay on a pro-rated basis determined by their weekly work schedule.

Sensitivity: Internal

- * New employees are eligible for Sick Pay the first of the month in which their 3-month anniversary falls, and is prorated per number of months left in the calendar year.
- * Rehires with at least three months of prior service are eligible for sick pay on their first day of employment, and is prorated per number of months left in the calendar year.

Employees must be actively at work with no restrictions for at least one full day in the new calendar year to be eligible to receive payment under the Sick Pay Program. For example, an employee on a leave of absence on January 1 will not be eligible for sick pay until his/her return to work for one day.

Medical Documentation

Pursuant to the terms of applicable law, FMLA, ADA, etc., additional information may be required at any time during the employee's absence, or Windstream may require the employee to submit to an examination at the Company's expense, by a company-selected physician, to determine whether the employee's condition meets the criteria for payment under Windstream policy. This option may be invoked by Windstream either to start or to continue payment.

Other Windstream Programs

- Absences over three consecutive days must be communicated to the LOA office.
- Employees who are absent for an extended period of time may qualify for other salary continuation programs, such as Short Term Disability or, subsequently, Long Term Disability.
- Please refer to individual program information to review eligibility.

Attendance

Windstream needs the help and skills of each employee every day that they are scheduled to work. When there is an absence, regardless of the reason, the Company's ability to serve its customers is negatively impacted. Regular attendance is an important job requirement, equally as important as other job performance expectations. Although Windstream provides the Sick Pay Program, employees should not view this as an entitlement to take paid time off if they are not incapacitated. Chronic or excessive absences and abuse or misuse of the Sick Pay Program may result in disciplinary action, up to and including termination of employment.

Workers' Compensation

Sensitivity: Internal

If an employee is receiving Workers' Compensation benefits, the workers' compensation benefit is supplemented to 100% of Windstream pay. The employee's Sick Pay allotment will not be reduced by payments made through the state's Workers' Compensation program.

Other Disability Programs

If an employee is receiving disability benefits from another source (e.g. state disability

If an employee is receiving disability benefits from another source (e.g. state disability, Social Security), the amount of disability pay is supplemented to 100% of Windstream pay by Sick Pay.

Exclusions from the Sick Pay Program

The following conditions are excluded from payment under the Sick Pay Program:

- Injuries or illnesses intentionally self-inflicted.
- Injuries resulting from the commission of a felony.
- Injuries or illnesses resulting from acts of war.
- Disabilities resulting from alcohol or drug abuse, when not under the care of a physician or prescribed treatment program.
- Purely elective surgery, not medically necessary, with the exception of organ/bone marrow donations.

For further information on leaves, refer to the Windstream LOA policy or consult with Human Resources.

Short Term Disability Program

The Short-Term Disability (STD) plan is a salary continuation program that is separate and distinct from the Sick Pay Program. STD provides up to 26 weeks of full pay per approved disability for eligible employees in the event of their own injury or illness.

STD claims will be reviewed for approval or denial by a third-party administrator, which is currently Cigna. A Windstream Leave of Absence Coordinator will coordinate and administer claims processing and payment.

Eligibility

- Regular (scheduled to work at least 20 hours/week) employees are eligible to receive Short Term Disability.
- Part-time regular employees are eligible for Short Term Disability on a pro-rated

Sensitivity: Internal

basis determined by their weekly work schedule.

- New employees are eligible for Short Term Disability the first of the month in which their 12-month anniversary falls.
- Rehires with at least 12 months prior service are eligible for Short Term Disability on their first day of employment.

Definition of Disability

For the purpose of determining benefits under this plan, Disabled or Disability means that, due to sickness or as a direct result of accidental injury:

- You are receiving appropriate care and treatment and complying with the requirements of such treatment; and
- You are unable to earn more than 80% of your pre-disability earnings at your own occupation or an occupation within Windstream for which you are reasonably qualified taking into account your training, education and experience.

To Apply

Employees must apply for and meet the criteria for eligibility under the STD Plan. Application forms can be obtained from the LOA Office by calling 1-800-974-1393.

Pay Guidelines

Upon approval of the employee's Short Term Disability application, payment under the Short Term Disability Plan will begin.

- Employees who are approved for payment under Short Term Disability will be paid in accordance with the Plan from the eighth day of approved absence.
- Payment under Short Term Disability for approved absences will be delayed when employees do not respond as needed to questions/follow-up from LOA Coordinator and/or Cigna.
- Employees will be paid using any available paid time (sick pay, vacation, and optional holiday) for the first seven days of the leave and until their leave is approved.
- If all paid time is exhausted prior to or during the Short Term Disability approval process, the employee will be unpaid until the Short Term Disability application is approved.
- If the Short Term Disability application is subsequently approved, the payment under Short Term Disability will be retroactive to the eighth day of approved absence and the hours paid under other pay types (sick, vacation, optional

Sensitivity: Internal

holiday), with the exception of the first seven days of the leave, will be restored.

- Retail Sales employees will receive targeted commission in addition to their base pay if absent seven consecutive days or more. The commissions differential will not go into effect until the new hire guarantee expires.

Medical Documentation

- Medical certification will always be required before payment under the Short Term Disability Plan can be approved.
- Pursuant to the terms of applicable law, FMLA, ADA, etc., additional information may be required at any time during the employee's absence, or Windstream may require the employee submit to an examination at the Company's expense, by a company-selected physician, to determine the employee's condition for payment-eligibility purposes. This option may be invoked by Windstream either to start or to continue payment.

Coordination with LTD Payment

The Long-Term Disability (LTD) plan, if applicable, contains a provision for a 180-day elimination period per disability except where specific collective bargaining agreement provisions provide otherwise. Short Term Disability is intended to protect the employee's income during the LTD elimination period. In determining the elimination period, employees will be allowed up to 30 days of "temporary recovery"

before a new LTD elimination period will begin.

Workers' Compensation

If an employee is receiving Workers' Compensation benefits, the workers' compensation benefit is supplemented to 100% of Windstream pay provided the disability is approved under the provisions of the Short Term Disability Plan.

Other Disability Programs

If an employee is receiving disability benefits from another source (e.g. state disability, Social Security), the amount of disability pay is supplemented to 100% of Windstream pay by Short Term Disability.

Exclusions from Short Term Disability Program

The following conditions are excluded from payment under Short Term Disability:

- Injuries or illnesses intentionally self-inflicted.

Sensitivity: Internal

88

- Injuries resulting from the commission of a felony.
- Injuries or illnesses resulting from acts of war.
- Dental procedures, except those performed by an oral surgeon under general anesthesia.
- Disabilities resulting from alcohol or drug abuse, when not under the care of a physician or prescribed treatment program.
- Purely elective surgery, not medically necessary, with the exception of organ/bone marrow donations.

The determination of a qualifying condition/disability eligible for payment under the Short Term Disability Plan is at the sole discretion of the company and/or the third party administrator.

Appeal Process

If benefits are denied based on Cigna's Short Term Disability claim decision, an Appeal may be submitted to Cigna. Appeals must be received by Cigna within 60 days from the date of Cigna's notice of the decision. Appeals must be in writing and must include at least the following information:

- Name of disabled employee
- Reference to the claim decision
- An explanation for appealing the determination
- The claim number

Upon written request, Cigna will provide free of charge copies of documents, records and other information relevant to the claim. As part of the appeal, an employee may submit any written comments, documents, records, or other information relating to the claim. The appeal should be sent to:

Cigna Group Insurance Disability Management Solutions

After Cigna receives the complete appeal request, a full and fair review of the claim will be conducted and an appeal determination will be rendered within 45 days from receipt of the appeal.

Return to Work

The employee will be required to submit a copy of the Medical Release to Return to Work authorization to their manager before they will be allowed to return to work.

Sensitivity: Internal

32.2 All on-the-job injury benefits will be in accordance to applicable state law.

32.3 General Provisions -

- a.** During the periods of Sickness or Accident Disability for which benefits are paid, employees shall not accumulate net credited service for the purpose of qualifying for benefits under this Plan.
- b.** Assignment of benefits under the Plan will not be permitted or recognized.
- c.** Benefits shall not be payable for both accident and sickness at the same time to the same person.
- d.** Employees separated from the services of the Company shall have no claim to any benefit or allowance under the Plan unless the right to such benefit has accrued prior to such separation.
- e.** Benefits under this Plan may be suspended or terminated in cases of conduct prejudicial to the interest of the Company.
- f.** All employees who shall be absent from duty on account of sickness or on-the-job injury must at once notify their immediate supervisor and furnish evidence of disability satisfactory to the Company. The employee shall not be entitled to benefits for time previous to such notice unless delay shall be shown to have been unavoidable and satisfactory evidence of disability is furnished.
- g.** Benefits shall not be payable to employees who are physically disabled by reason of injuries directly arising from employment with any other employer, nor from circumstances directly associated with the pursuit of self-employment for profit in a personal business or occupation.
- h.** For purposes of this provision, work conducted for or on behalf of the Union wherein the employee retains normal employment with the Company, even though the employee may receive incidental payments from the Union, shall not be construed as engagement with another employer.
- i.** Whenever an employee entitled to Disability Benefits under this Plan is disabled by injury caused either intentionally or by the negligence of a

to accept applicable benefits under this Plan.

- i.1** In the event that the employee elects to pursue a remedy against such third party, the Company shall have a lien on the proceeds of any recovery from 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 recovery to the extent of the total amount of disability benefits provided by this Plan and paid.
 - i.2** Notice of such action by the employee against the third party shall be given within ninety (90) days thereafter to the Company. No compromise of any such course of action by the employee in an amount less than the benefits provided by the Plan shall be made in the absence of written consent of the Company.
- j.** Disability benefits remaining unpaid for any period prior to the death of an employee shall be payable to the named beneficiary or to the estate of said employee.

ARTICLE 33 MILITARY LEAVE AGREEMENT

- 33.1** Military leaves of absence will be granted to regular employees of the Company entering military services of the United States under any law which is now in effect or may in the future be enacted by the United States.
- 33.2** Application for reemployment must be made within ninety (90) days of release from active duty. If at the time of application for reemployment by an employee who has been in the military services, no vacancy exists, one may be created by discharge, layoff, transfer or demotion, and in such cases the discharge, layoff, transfer or demotion will be in seniority order.
- 33.3** Regular employees, other than those employed on a regular part-time basis, who are members of the reserve components of the Armed Forces of the United States, shall be excused for a period not to exceed fourteen calendar (14) days in any calendar year to attend military training. The employee must provide a copy of his/her military orders to the supervisor prior to the commencement of leave showing the dates of the leave.
 - a.** The above maximums will be increased to fifteen (15) calendar days in

any calendar year to attend military training.

33.4 Employee benefits to those regular employees who are granted military leave of absence are as follows:

- a.** Group Life Insurance for an employee will be continued by the Company for one hundred twenty (120) days after the beginning of the leave and then cancelled at the end of the one hundred twenty (120) day period. Upon reinstatement, the employee may have Group Life Insurance reinstated without a physical examination provided the employee makes application for such reinstatement within ninety (90) days after returning to work.
- b.** An employee shall be given full service credit under the Plan for Employees Pensions for the term of a military leave of absence, provided, however, that such credit shall be given only if the employee is covered by the Plan for Employees Pensions at the time the military leave became effective.
- c.** Employees who enter military service may receive a lump sum payment in lieu of vacation to which such employees were entitled at the time they leave the Company to enter military service. Upon reinstatement with the Company, vacation privileges will be reinstated and the time spent on military leave will be counted as credited service for the purposes of computing vacation eligibility.
- d.** Sick Leave Credit
Upon reinstatement after a military leave of absence, employees will be granted the same amount of sick benefit credit they had at the time of the beginning of the leave.
- e.** Telephone concessions that may be in effect at the time a military leave of absence is granted will be continued at one-half ($\frac{1}{2}$) the regular filed tariff rate for the period of the military leave. This service would normally be given only where the employee concerned had maintained a home with those dependent upon the employee for support.
- f.** Military leave of absence service will be considered as service with the Company in the determination of credited service for purposes of scheduled wage increases or other wage purposes.
- g.** An employee will accumulate net credited service for seniority during

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33.5 An employee who is presently on military leave of absence and who is eligible for benefits upon reinstatement will be granted such benefits in accordance with the provisions of 33.4 of this Article.

This Agreement supersedes any and all plans or agreements covering military leave of absence of this Company or any predecessor Companies.

ARTICLE 34 DEFINITIONS

Basic Wage Rate, Basic Rate – The hourly rate of pay determined by the wage schedule for the job; it excludes differentials, premiums, and other extra payments.

Calendar Day of a Tour – Shall be one which starts during the period from midnight of that calendar day. Any time worked as an extension of a tour or call-out before midnight shall be reported on that day, including all continuing time worked up to the starting time of the next calendar day tour. Call-out beginning after midnight shall be reported on that calendar day tour.

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

Department – For the purposes of this Agreement, the following are recognized as departmental entities:

- Operations
- Network Engineering and Construction
- Customer Service
- Retail Sales

Differential Pay – An additional payment given for certain responsibilities or positions assigned to employees by the Company.

Discharged – Means involuntary discontinuance of employment with the Company when the employee is terminated for cause.

Discipline – Means the application of Company-initiated procedures or actions designed to correct unsatisfactory employee performance, and involving an action lesser than discharge.

Sensitivity: Internal

Emergency – An event such as a fire or other catastrophe, severe weather conditions, or major cable or equipment needs. The Company shall give as much advance notice as possible to the Union in the event of such as emergency.

Employee – The general term “employee” refers to those who perform the work of the Company for a regular stated compensation and the nature of whose work duties are within the scope of the collective bargaining unit.

Employee, Regular – One who is hired for continuous employment, has been

reclassified from probationary employment, accumulates net credited service, and is entitled to all the benefits and coverages as granted in this Agreement.

Employee, Full-Time – One whose normal assignment of work is forty (40) hours per week.

Employee, Located – One who is assigned to work in a definite location or specific headquarters, as the principal location of employment for all purposes.

Employee, Part-Time – One whose normal assignment of work is less than forty (40) hours per week, whose assigned or schedule tour is not less than three (3) hours and who may be called to work at the Company's request outside of the assigned or scheduled hours.

Employee, Probationary – A person engaged by the Company with the intent of assignment as a regular employee who has not acquired six (6) months of uninterrupted service, or its actual work time equivalent, and may be terminated for failure to meet Company standards of employment.

Employee, Non-Regular – A person who is not hired for continuous employment, including occasional, temporary, part-time, does not accumulate credited service, and is not entitled to benefits such as pensions, vacations, sick leaves, medical coverage, etc., which accrue to regular employees.

Employee, Occasional – A person who has no normal weekly assignment of work, but works on a voluntary basis, as required by the Company to meet unusual service demands, to replace absentees, and such other purposes as may arise. An occasional employee is an employee of the Company only on the day which the employee works.

Employee, Temporary – 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.

Sensitivity: Internal

Headquarters – An exchange, location or town designated by the Company as being the place of employment for a particular employee or employees, and on which location the employee's basic wage rate is established.

Holiday Tour – Shall be one which starts during the period from midnight to midnight of the day observed as the holiday.

In-Charge – Refers to the status of a Bargaining Unit employee who has been assigned certain responsibilities additional to the normal and usual duties for the employee's job title classification. These responsibilities may entail direction and coordination of work performed by other employees and proper usage of tools and equipment employed to perform such work.

Laid Off, Lay Off – Means the termination of an employee from active employment by reason of insufficient work or other business reasons.

Maintenance Window – Is the period between 10:00 p.m. and 6:00 a.m. During this period temporary measures will be taken to perform maintenance/upgrades on switching platforms and other electronic equipment.

Net Credited Service – Term used to express the aggregate of the years, months, and days of active employment with Valor or any of its predecessors which will be recognized by the Company with respect to each employee. For employees of GTE Corporation who were active employees working in the Oklahoma properties purchased by Valor on July 1, 2000, or the Texas/ New Mexico properties purchased on September 1, 2000, and who became active employees of Valor on those respective dates, the term “Net Credited Service” also includes the Net Credited Service recognized by GTE as of each respective purchase date. Active employment will include only that time for which the employee actually receives pay or is on authorized Union or military leave of absence, and will not include time for which the employee receives Workers’ Compensation as a result of being totally and permanently disabled in excess of one (1) year. Active employment will be computed in terms of whole workdays.

Night Tour – A tour which falls wholly or partly within the period from 9:00 p.m. to 6:00 a.m.

Premium Pay – Is the amount in addition to basic rates which an employee is paid for working less desirable hours (night or evening) or days (Sundays or holidays).

Holiday Premium Pay – Shall be considered to be the pay an employee will receive for the holiday if they do not work, or the amount in excess of their regular rate if they

Sensitivity: Internal

do work on the holiday.

Reclassification – Is a change in the position title of an employee.

Regular Rate of Pay – The hourly compensation of the particular employee during the particular work week as determined by the sum of the employee’s basic rate time hours worked plus any night tour premiums plus any Christmas or New Year’s Eve premiums plus any differential pay divided by the total hours worked in the week.

Released – Means termination of employment by Company action when the employee’s qualifications for telephone work are not satisfactory, and no disciplinary action is involved.

Relocate – Is a change of an employee from one location to another on a voluntary or involuntary basis.

Resigned – Means voluntary severance of employment by choice of the employee.

Retired – Means termination of employment by attainment of adequate net credited service by employee choice.

Scheduled Hours – Hours falling within an employee’s scheduled tour. Any of the hours which are officially posted on the work schedule for a particular employee to work.

Seniority – Means the computed employment service according to which an employee can receive certain preferential treatments to such extent as specifically named with this Agreement.

Service Emergencies – Means that period of time or condition during an emergency, when service to the public, the welfare of the employees and/or the Company is or would be in jeopardy unless temporary measures are applied in an expedient manner.

Service Requirements – Means the requirements that are necessary to provide adequate and satisfactory telephone service to telephone customers and efficiently and effectively performs the work necessary to economic operation.

Session – That portion of a tour of duty which occurs from the time an employee reports for work until they are excused for mealtime or from the time they return from their excused meal time until they have completed the scheduled day of work.

Sunday Work – Any work or tour which begins on Sunday.

Sensitivity: Internal

Termination Date – If employees terminate their employment with this Company voluntarily or involuntarily, the official date of termination shall be the last day they are entitled to payment for services, from the Company.

Tour – The entire scheduled workday of an employee, which will be eight (8) hours or less.

Transfer – Is a change of an employee from one job title classification to another with or without relocation.

Transfer Request – A transfer request filed by an employee shall mean a written request involving a change in job title classification, a change in location in the same job classification, or a change both in job classification and location, as the case may be.

Work Day – The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour or call-out is part of the workday on which such tour or call-out begins.

Workgroup – Those employees within the same headquarters location who normally perform the same type work. Tours will be scheduled accordingly.

Workweek – The workweek shall begin on Sunday 12:01 a.m. and end on the following Saturday at 12:00 midnight.

ARTICLE 35 CONTENTS AND VALIDATION

35.1 This Agreement contains the entire agreement between the Company and the Union. There are no oral agreements which have not been reduced to writing for inclusion in this Agreement, and no changes shall be effective until reduced to writing and signed by an officer of the Company and by an officer of the

Union.

- 35.2 In the event any applicable and effective Federal or State Law affects any one or more practices or provisions of this Agreement, the practices or provisions so affected shall be made to comply with the requirements of such law, and in all other respects, the Agreement shall continue in full force and effect.

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**ARTICLE 36
DURATION**

- 36.1 This Agreement shall be effective **March 1, 2020**, and shall remain in effect for an initial period to and including February 29, **2024**, and shall continue in effect thereafter unless terminated by a sixty (60) day prior written notice given by either party to the other, in which event this Agreement shall terminate sixty (60) days following the receipt of such notice.
- 36.2 At any time after sixty (60) days prior to the expiration of the initial term, either party may serve written notice on the other party of its desire to negotiate revisions, changes, modifications and amendments to this Agreement. In such event, the parties agree to commence collective bargaining within thirty (30) days after receipt of such notice by other party unless mutually agreed otherwise. Both parties agree to make bona fide bargaining attempts to resolve any differences during such negotiations.

It is mutually agreed that no notice of termination of this Agreement shall be given by the party having given notice of desire to amend prior to thirty (30) days after the beginning of such period of bargaining upon amendments. It is further agreed, however, that a notice of termination given under this provision of this Article shall be effective to terminate this Agreement thirty (30) days following receipt of such notice by the other party rather than as set forth in this Article 36.1.

- 36.3 The Company shall provide the responsible CWA Staff Representative a complete "Draft" copy of new contract within thirty (30) days after ratification by the Local membership and the Union shall respond to the Company within twenty (20) days of its receipt of the "Draft", indicating its agreement with the "Draft" or the portions with which it disagrees and specifying how it believes the disputed portion(s) should read.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers this **1st day of March 2020**.

COMPANY

**COMMUNICATIONS
WORKERS OF AMERICA**

 P. P. H. H. T. Staff

Its: Director – Labor Relations

Its: CWA Representative

APPENDIX A

WEST TEXAS DIVISON EXCHANGES

<u>Abernathy</u>	<u>Adrian</u>	<u>Amherst</u>
<u>Andrews</u>	<u>Anton</u>	<u>Aspermont</u>
<u>Baird</u>	<u>Balmorhea</u>	<u>Benjamin</u>
<u>Blackwell</u>	<u>Booker</u>	<u>Bovina</u>
<u>Boys Ranch</u>	<u>Brownfield</u>	<u>Cactus</u>
<u>Channing</u>	<u>Clarendon</u>	<u>Claude</u>
<u>Clyde</u>	<u>Coyanosa</u>	<u>Crosbyton</u>
<u>Cross Plains</u>	<u>Dalhart</u>	<u>Darrouzett</u>
<u>Denver City</u>	<u>Dimmitt</u>	<u>Dodson</u>
<u>Dumas</u>	<u>Estelline</u>	<u>Fabens</u>
<u>Follett</u>	<u>Forsan</u>	<u>Fort Hancock</u>
<u>Frankel City</u>	<u>Friona</u>	<u>Fritch</u>
<u>Groom</u>	<u>Happy</u>	<u>Hart</u>
<u>Hartley</u>	<u>Haskell</u>	<u>Hedley</u>
<u>Higgins</u>	<u>Holiday</u>	<u>Hurlwood</u>
<u>Idalou</u>	<u>Imperial</u>	<u>Kamay</u>
<u>KnoxCity</u>	<u>Lakeview</u>	<u>Lamesa</u>
<u>Levelland</u>	<u>Littlefield</u>	<u>Loraine</u>
<u>Lorenzo</u>	<u>May</u>	<u>Meadow</u>
<u>Megargel</u>	<u>Memphis</u>	<u>Mentone</u>
<u>Merkel</u>	<u>Miami</u>	<u>Mobeetie</u>
<u>Moran</u>	<u>Morton</u>	<u>Munday</u>
<u>Nazareth</u>	<u>Orla</u>	<u>Panhandle</u>
<u>Pecos</u>	<u>Perryton</u>	<u>Petersburg</u>
<u>Plains</u>	<u>Post</u>	<u>Putnam</u>
<u>Ralls</u>	<u>Rising Star</u>	<u>Rochester</u>
<u>Ropesville</u>	<u>Rule</u>	<u>Sanford</u>
<u>Seagraves</u>	<u>Seymour</u>	<u>Shallowater</u>
<u>Sierra Blanca</u>	<u>Smyer</u>	<u>Spade</u>
<u>Spearman</u>	<u>Stratford</u>	<u>Sundown</u>
<u>Sunray</u>	<u>Tahoka</u>	<u>Throckmorton</u>
<u>Toyah</u>	<u>Trent</u>	<u>Tulia</u>
<u>Valentine</u>	<u>Van Horn</u>	<u>Vega</u>
<u>Weinert</u>	<u>Wellington</u>	<u>Wheeler</u>
<u>White Deer</u>	<u>Whiteface</u>	<u>Whitharral</u>
<u>Wildorado</u>	<u>Wilson</u>	<u>Wolfforth</u>

EAST TEXAS DIVISION EXCHANGES

<u>Annona</u>	<u>Austonio</u>	<u>Avalon</u>
<u>Avinger</u>	<u>Avery</u>	<u>Bagwell</u>
<u>Bedias</u>	<u>Buffalo</u>	<u>Beckville</u>
<u>Blooming Grove</u>	<u>Bogata</u>	<u>Bon Weir</u>
<u>Boerne*</u>	<u>Broadus</u>	<u>Bronson</u>
<u>Burkeville</u>	<u>Burlington</u>	<u>Bynum</u>
<u>Chilton</u>	<u>Colmesneil</u>	<u>Clarksville</u>
<u>Centerville</u>	<u>Crawford</u>	<u>Crockett</u>
<u>Cushing</u>	<u>Deport</u>	<u>Douglasville</u>
<u>Dekalb</u>	<u>Daingerfield</u>	<u>Detroit</u>
<u>Dawson</u>	<u>Elkhart</u>	<u>Fairmont</u>
<u>Franklin</u>	<u>Fairfield</u>	<u>Fredericksburg*</u>
<u>Frost</u>	<u>Gary</u>	<u>Glen Rose</u>
<u>Grapeland</u>	<u>Groveton</u>	<u>Harper*</u>
<u>Hemphill</u>	<u>Hubbard</u>	<u>Hughes Springs</u>
<u>Huntington</u>	<u>Hooks</u>	<u>Hilltop Lakes</u>
<u>Iola</u>	<u>Irene</u>	<u>Joaquin</u>
<u>Junction*</u>	<u>Kennard</u>	<u>Karnack</u>
<u>Kerrville*</u>	<u>Linden</u>	<u>Lone Star</u>
<u>Lovelady</u>	<u>Leona</u>	<u>Lott</u>
<u>Malone</u>	<u>Maud</u>	<u>Milam</u>
<u>Milford</u>	<u>Morgan</u>	<u>Marquez</u>
<u>Marietta</u>	<u>Mt. Calm</u>	<u>Naples</u>
<u>New Boston</u>	<u>Negley</u>	<u>Newton</u>
<u>North Zulch</u>	<u>Oakwood</u>	<u>Pennington</u>
<u>Pineland</u>	<u>Purdon</u>	<u>Redwater</u>
<u>Reklaw</u>	<u>Richland</u>	<u>Riesel</u>
<u>Rogers</u>	<u>Rosebud</u>	<u>Simms</u>
<u>Slocum</u>	<u>Streetman</u>	<u>Teneha</u>
<u>Texarkana</u>	<u>Trinity</u>	<u>Uncertain</u>
<u>Whitney</u>	<u>Walnut Springs</u>	<u>Zavalla</u>

*Former Kerrville Exchanges

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OKLAHOMA DIVISION EXCHANGES

<u>Asher</u>	<u>Avant</u>	<u>Barnsdall</u>
<u>Boynton</u>	<u>Broken Arrow</u>	<u>Checotah</u>
<u>Coweta</u>	<u>Fairfax</u>	<u>Haskell</u>
<u>Hominy</u>	<u>Kaw City</u>	<u>Lindsay</u>

Maysville
Paden
Purcell
St. Louis
Wagoner

Meeker
Porter
Ramona
Stroud
Washington

Morris
Prague
Snug Harbor
Tecumseh
Wayne

NEW MEXICO DIVISION EXCHANGES

Abiquiu
Caballo
Carlsbad
Chimayo
Dulce
Espanola
Hillsboro
Jemez Springs
Lovington
Ojo Caliente
San Ysidro
Truth or Consequences
White Mountain

Alto
Canjilon
Carlsbad Caverns
Cuba
Elephant Butte
Eunice
Hobbs
Lindrith
Lybrook
Ruidoso
Tierra Amaila
Vallecitos

Bent
Capitan
Chama
Dixon
El Rito
Gallina
Jal
Loving
Mescalero
Ruidoso Downs
Truchas
Velarde

Sensitivity: Internal

APPENDIX B **WAGE SCHEDULE GUIDE**

VALOR

SCHEDULE A
Retail Sales Consultant

SCHEDULE B
General Clerk
Planner

SCHEDULE C
Administrative Clerk
Customer Service Representative
Lead Planner

SCHEDULE D
Business Account Rep*

Graphics Operator
Line Assigner
Public Access Sales Technician

SCHEDULE E
Complex Line Assigner
Logistics Specialist
Tester

SCHEDULE F
Cable Splicer
Customer Service Technician

SCHEDULE G
Building Services Technician
Business Systems Technician
Chief Garage Mechanic
Network Technician
Facility Assigner
Fleet Technician
Monitor & Control Technician
Outside Plant Technician

*In the selection of Business Account Representatives seniority shall be the deciding

Sensitivity: Internal

factor when qualifications are equal.

Valor Telecommunications

Wage Schedule A

Retail Sales Consultant

	Current	Effective 3/1/2020	Effective 3/1/2021	Effective 3/1/2022	Effective 3/1/2023
Start	\$11.78	12.02	12.26	12.51	12.76
6 Months	\$12.81	13.07	13.33	13.60	13.87
12 Months	\$13.46	13.73	14.00	14.28	14.57
18 Months	\$14.14	14.42	14.71	15.00	15.30
24 Months	\$14.86	15.16	15.46	15.77	16.09
30 Months	\$15.63	15.94	16.26	16.59	16.92
36 Months	\$16.41	16.74	17.07	17.41	17.76
42 Months	\$17.29	17.64	17.99	18.35	18.72
48 Months	\$18.97	19.35	19.74	20.13	20.53

Wage Schedule B

General Clerk

	Current	Effective 3/1/2020	Effective 3/1/2021	Effective 3/1/2022	Effective 3/1/2023
Start	\$13.08	13.34	13.61	13.88	14.16
6 Months	\$15.11	15.41	15.72	16.03	16.35
12 Months	\$16.08	16.40	16.73	17.06	17.40
18 Months	\$17.27	17.62	17.97	18.33	18.70

24 Months	\$18.45	18.82	19.20	19.58	19.97
30 Months	\$19.68	20.07	20.47	20.88	21.30
36 Months	\$21.07	21.49	21.92	22.36	22.81
42 Months	\$22.33	22.78	23.24	23.70	24.17
48 Months	\$23.85	24.33	24.82	25.32	25.83

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Valor Telecommunications

Wage Schedule C

Administrative Clerk
Customer Service Rep
Lead Planner

