

Agreement between  
CONSOLIDATED COMMUNICATIONS OF NORTHERN NEW ENGLAND COMPANY  
AND CONSOLIDATED COMMUNICATIONS OF VERMONT COMPANY

And  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

(A.F.L. - C.I.O.)

LOCALS 2320, 2326, and 2327


The following sets forth the understandings reached by the above parties after negotiations of changes to existing collective bargaining agreements on wages, hours, terms and conditions of employment.

This Agreement will be effective August 20, 2021.

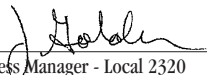
IN WITNESS WHEREOF, the parties to this Agreement after approval by the System Council T-9 hereby agree to be bound by this Agreement and have caused this Agreement to be executed in their names by their duly authorized representatives this August 20, 2021.

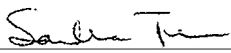
FOR THE UNION

FOR THE COMPANY

  
\_\_\_\_\_  
Chairperson, IBEW Bargaining Committee  
System Council T-9

  
\_\_\_\_\_  
Chairperson, Company Bargaining  
Committee

  
\_\_\_\_\_  
Business Manager - Local 2320

  
\_\_\_\_\_  
Business Manager - Local 2326



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## **AGREEMENT**

This Agreement was entered into on the 20th day of August, 2021 by and between Consolidated Communications of Northern New England Company and Consolidated Communications of Vermont Company (hereinafter called the Company) and Locals 2320, 2326, and 2327 of the International Brotherhood of Electrical Workers, AFL-CIO collectively comprising the bargaining agent (hereinafter called the Union).

### **WITNESSETH THAT**

WHEREAS, the parties have negotiated with respect to terms and conditions of employment and, as a result, mutually satisfactory and acceptable understandings have been reached, which, in the interest of maintaining satisfactory and harmonious industrial relations, the parties desire to set forth in writing. NOW THEREFORE, be it known that in consideration of the covenants, terms and conditions herein contained, the Union and the Company agree as follows:

### **DURATION OF AGREEMENT**

This Agreement shall (except as otherwise expressly provided herein) become effective on August 20, 2021. This Agreement shall continue in full force and effect until 11:59 P.M. on August 9, 2025 at which time it shall terminate. However, this Agreement may be extended from time to time beyond its expiration date by mutual agreement in writing of the representatives of the Company and the Union.

## **ARTICLE G1**

### **Recognition**

**G1.01** Consolidated Communications of Northern New England Company and Consolidated Communications of Vermont Company recognize the Union as the exclusive bargaining representative of their employees, respectively, with respect to rates of pay, wages, hours of employment or other conditions of employment for employees doing Plant, Traffic, Accounting, Sales (in the Collective Bargaining Unit recognized by the Company in the letter dated October 27, 1993), or Logistics Services work in those job titles listed in Exhibit G2, at their respective locations within the States of Maine, , New Hampshire, and Vermont (except as set forth in the settlement of NLRB Case No. I-UC-459, and the Agreement, dated December 20, 1988 between NYNEX Material Enterprises Company, the Communications Workers of America and the International Brotherhood of Electrical Workers).

## **ARTICLE G2**

### **Non-Discrimination**

**G2.01** In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age or national origin or because the employee is handicapped, a disabled veteran or a veteran of the Vietnam era.

**G2.02** The use of the masculine or feminine gender in this Agreement shall be construed as including both genders and not as restrictions on the basis of sex unless the contract clearly requires a different language construction.

## **ARTICLE G3**

### **Amendments**

**G3.01** The understanding between the Union and the Company has been set forth in this Agreement and the Exhibits attached hereto.

**G3.02** Any amendment to this Agreement or any interpretation of the true intent and meaning of the provisions of this Agreement officially and mutually agreed to by the two parties concerned shall be committed to writing and signed by the Union and the Chairman of the Company's bargaining committee.

## **ARTICLE G4**

### **Union Security**

**G4.01** Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement, shall as a condition of employment pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day after such entrance, whichever of these dates is later, until the termination of this contract.

**G4.02** For purpose of this Article, "employee" shall mean any person entering into the bargaining unit, except an occasional employee.

**G4.03** The condition of employment specified above shall not apply during periods of formal separation\* from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following the employee's return to the bargaining unit.

**G4.04** Supervisors who have more than three consecutive years in a supervisory position may not retreat to a bargaining unit assignment.

*\*The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company, and leaves of absence of more than one month duration.*

## **ARTICLE G5**

### **Deductions for Union Dues**

**G5.01** The Company agrees upon the receipt of authorization from an individual member of the bargaining unit in a form acceptable to the Company, to deduct weekly regular Union membership dues, or an amount equal to the dues applicable to members, in the amount stipulated in the by-laws of the member's Local Union and as may be stipulated by revision of the by-laws certified by the Financial Secretary of said Local Union. Such deductions shall be made weekly and shall continue so long as the employee remains in the bargaining unit, unless cancelled in writing by the employee who authorized the deduction.

**G5.02** Company shall forward weekly to each Local Union Financial Secretary a check made payable to the Local Union for the amount of the weekly dues deductions..

**G5.03** The Company will submit a weekly report of employees for whom dues deductions are being made to each Local Financial Secretary. Also, the Company will furnish weekly reports of employees in the bargaining unit for whom dues deductions are not being made and of newly authorized deductions and cancellations of deductions for dues.

**G5.04** It is understood and agreed that the Company assumes no responsibility for the consequences of any failure to make these deductions or mistakes in connection therewith and that neither the Company nor any of its officers, agents, or employees shall in any way be held liable or responsible for any loss resulting from acts of said Union or its officers or agents.

## **ARTICLE G6**

### **Union Business**

#### **GENERAL**

**G6.01** Business Managers and other employees who are full time Union representatives shall be granted leaves of absence without pay for the purpose of conducting Union activities. To the extent that the needs of the business permit, other employees, who are also authorized Union representatives, will be given an excused absence without pay or a leave of absence without pay for the purpose of conducting Union activities.

**G6.02** Stewards and other authorized Union representatives may be granted time off without pay for Union activities or to engage in Union activities during working hours if excused in advance. When the immediate supervisor is not available permission may be granted by a designated alternate.

**G6.03** The Local Union Business Manager shall keep the designated Company representative currently informed in writing of the names of the Union representatives (a) who are authorized to represent the Union in meetings with Company representatives, and (b) who are authorized to request excused absences.



- G6.04** (a) The period of excused absence or leave of absence for Union activities granted to Business Managers and other employees who are full time Union representatives shall be used primarily for the purpose of conducting Union activities directly concerning relations with this Company and solely within the States of Maine, New Hampshire, and Vermont.
- (b) The period of excused absence, leave of absence or any other time off granted to stewards and other authorized Union representatives not listed in (a) above shall be used solely for the purpose of conducting Union activities directly concerning relations with this Company and solely within the States of Maine, New Hampshire and Vermont.

## **LEAVE OF ABSENCE**

**G6.05** A leave of absence will be required if a continuous period of absence for Union activities is to exceed or exceeds 30 consecutive calendar days.

**G6.06** The initial leave of absence and any extension thereof shall be for a period of not less than one month and not more than one year.

**G6.07** At no time shall more than 12 employees be on leave of absence for Union business. This number is the maximum combined total to be on leave of absence as an aggregate from all IBEW bargaining units in the Company.

**G6.08** The total cumulative period of leave of absence for Union business shall be counted as service credit in terms of employment. When the employee retires, the employee's pension will be based upon the pension band in which the employee would have been included if the employee had not been on leave of absence.

**G6.09** During the period of a leave of absence for Union activities the employee shall retain eligibility according to term of service, to

(a) Death Benefits

(b) Disability Benefits

Termination of leave of absence in order to qualify for Disability

Benefits shall not be effective until 15 calendar days following receipt by the Leave of Absence Coordinator of written request for termination of such leave of absence. In determining such employee's eligibility for short term disability, the eighth calendar day following termination of the leave of absence shall be considered as the first day of absence.

- (c) Group Life Insurance benefits for which the Company will pay the premiums.
- (d) Tuition Assistance Plan
- (e) Medical benefits, provided the employee continues to pay his/her required premiums, which will be direct-billed to the employee during the leave of absence.
- (f) Dental and Vision benefits, provided the employee continues to pay his/her required premiums, which will be direct-billed to the employee during the leave of absence.
- (g) The following if the employee pays the premiums:
  - Supplemental Group Life Insurance
  - Dependent Group Life Insurance

The base wage used to determine the value of Basic Life Insurance, Supplemental Group Life Insurance and Basic Accidental Death and Dismemberment coverage for employees on a Union Leave of Absence will be determined from the wage rate in the Collective Bargaining Agreement. For this group of employees, the base wage will be the wage rate in the Collective Bargaining Agreement plus the prior year bonus for the applicable job title and service, annualized, and rounded to the next thousand dollars. The base wage will be updated annually. As a result of the adjustment to the base wage, the employee premiums for Supplemental Group Life Insurance will increase accordingly.

## **REINSTATEMENT OF AN EMPLOYEE**

**G6.10** Upon return from a leave of absence, an authorized Union representative shall be reinstated at the rate of pay then in effect for the employee's return assignment and at work generally similar to that in which the employee last was engaged prior to employee's absence.

## **PAYMENT**

**G6.11** Authorized representatives of the Union who are employees covered by this Agreement, may be paid at the straight time hourly rate, when attending grievance meetings with Company representatives subject to the following conditions:

- (a) Union representatives on leaves of absence will not be paid for such meeting time.
- (b) Pay may be allowed for excused absence only if (1) such meeting is held during said employee's scheduled straight time working hours, and (2) said employee would have worked had employee not attended such meeting.
- (c) The time paid for shall be limited to actual meeting time during scheduled straight time working hours, plus necessary time, if any, spent during scheduled straight time working hours in traveling between the employee's work location and the meeting location.
- (d) The Company shall pay not more than two Union representatives at Step 1 grievance meetings, not more than two Union representatives at Step 2 grievance meetings, and not more than two Union representatives at Step 3 grievance meetings.

**G6.12** When a Union-Management meeting ends at a reasonable time prior to the completion of scheduled working hours, an employee who would be working if not attending such meeting, shall return to work.

**G6.13** At a time mutually convenient to the Company and the Union, a Union representative may meet with a new employee on Company time, not to exceed 30 minutes, to discuss Union orientation matters such as Union membership and payroll deductions for Union dues.

## **CONCLUSION**

**G6.14** A period of excused absence or leave of absence for Union activities granted under this Article G6 shall automatically terminate upon the termination for any reason of this Agreement.

**G6.15** The Company shall not initiate a transfer or promote any duly certified Union representative without prior written notification to the Business Manager of the Local involved. The Business Manager will furnish the designated Company representative with the names of such representatives.

**G6.16** Nothing in this Article shall be construed as prohibiting the Union and Company from extending by mutual agreement, a leave of absence under all the provisions of this article.

## **ARTICLE G7**

### **Union Bulletin Boards**

**G7.01** The Company agrees to furnish, without charge, space at bargaining unit locations to erect free access bulletin boards of a size approximately 30 by 30 inches. Bulletin boards will be furnished by the Union and erected by the Company. The number to be erected and the locations at which erected shall be mutually decided upon by authorized Union officials and Company representatives.

**G7.02** The Company agrees to furnish, without charge, space at bargaining unit locations to erect free access bulletin boards of a size approximately 30 by 30 inches. Bulletin boards will be furnished by the Union and erected by the Company. The number to be erected and the locations at which erected shall be mutually decided upon by authorized Union officials and Company representatives.

## **ARTICLE G8**

### **Grievance Procedure**

**G8.01** A grievance is a complaint involving the interpretation or application of any of the provisions of this Agreement or a complaint that an employee or group of employees for whom the Union is the bargaining agent has, in any manner, been unfairly treated. When an employee has a complaint he or she may first consult his or her immediate supervisor. If the complaint is not resolved the employee may then follow the grievance procedure outlined below:

**STEP 1:** The Union shall present the grievance to the employee's Immediate Supervisor. In the event the grievance is not

adjusted it shall be presented to the employee's Second Level Manager. The grievance will be processed and a decision rendered within 10 working days of initial presentation by the Union to the employee's Immediate Supervisor. If the grievance involves a discharge, the Union may omit step 1 and submit the grievance directly to Step 2. If the grievance involves an alleged violation of Article P6, the Union may omit steps 1 and 2 and submit the grievance to Step 3.

**STEP 2:** The Union may next present appeal to the Director Level or a designated representative. Grievances so appealed will be processed and a decision rendered within 10 working days of receipt of appeal unless the time period is extended by mutual consent.

**STEP 3:** The Union may next present appeal for adjustment to the Chairperson of the Bargaining Committee. Grievances appealed to the Chairperson of the Bargaining Committee will be processed and a decision rendered within 10 working days of receipt of appeal unless the time period is extended by mutual consent.

**G8.02** Grievances must be presented initially within 45 calendar days of the occurrence which gave rise to the grievance. Notification of appeal shall be in writing at Steps 2 and 3 and shall set forth the act or occurrence grieved, the name or names of employees aggrieved where practical, the contract provision alleged to have been violated, if any, and the remedy requested. The specification of additional contract provisions alleged to have been violated may be made in subsequent appeals up to the 3rd step of the grievance procedure. Written appeal must be received by the Company representative designated and authorized to handle grievances at Steps 2 and 3 within 10 calendar days following the date of notice to the Union of the decision reached at the previous step.

**G8.03** At each step of the grievance procedure the supervisor hearing the grievance will tell the Union the reason for the decision reached at that step. Disposition of any grievance not appealed within the specified time limit shall be considered final. Failure of the Company to process a grievance and render a decision within the specified time limit entitles the Union to appeal to the next step of the grievance procedure.

**G8.04** Within seven calendar days of the date the decision is rendered at Step 2 and/or Step 3 of the grievance procedure the Company will furnish to the Union a written statement confirming its decision.

**G8.05** The Company shall pay not more than two Union representatives at Step 1 grievance meetings, not more than two Union representatives at Step 2 grievance meetings, and not more than two Union representatives at Step 3 grievance meetings.

**G8.06** Any individual employee or a group of employees may present grievances to the Company at any time and such grievances may be adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement, provided that the Union has been given an opportunity to be present at such adjustment.

**G8.07** Once a Union representative has notified a Company representative of a grievance, the Company will not discuss the matter with the individual employee or employees involved without first affording a representative of the Union an opportunity to be present, at a time and place mutually agreeable to the Union and the Company.

**G8.08** The Company recognizes the right of the Union to make a reasonable investigation of the circumstances surrounding any grievance and agrees to cooperate with the Union in such investigation.

## **ARTICLE G9**

### **Arbitration**

**G9.01** If the Union contends that the intent and meaning of one or more of the Articles of this Agreement (except as otherwise provided in the Agreement) has been violated by the Company, it may demand arbitration provided that written notice is received by the Company no later than 60 calendar days after the conclusion of the final step of the grievance procedure.

**G9.02** Arbitration shall be conducted through a Board of Arbitration consisting of one representative elected by the Union, one representative selected by the Company, and an impartial chairman mutually chosen by the parties. The procedure for arbitration shall be as follows:

- (a) Each party shall designate a representative to coordinate with the Labor Connections on all matters.
- (b) The representatives of the parties shall select the impartial chairman by mutual agreement within 15 days of Company receipt of demand for arbitration involving a discharge, and within 15 days of the union's request to schedule for hearing any other arbitration demand. If the representatives of the parties are unable to agree on the impartial chairman within the 15 days, either party can request Labor Connections to expeditiously submit a series of three lists from which an arbitrator will be chosen by the parties in accordance with their three list procedure.
- (c) If the Company contends at the hearing that the grievance desired to be arbitrated does not raise an arbitrable issue, the Board of Arbitration shall first hear and determine separately in accordance with paragraph (e) below, the question of whether an arbitrable issue has been presented. If the Board decides that the issue or issues are arbitrable it shall have authority to further hear and determine the merits of the grievance.
- (d) Hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of Labor Connections. If either party wishes to submit a post-hearing brief, it will do so within 30 days of receipt of transcript of the hearing, unless the parties agree otherwise.
- (e) The decision of a majority of the Board shall be the decision of the Board of Arbitration. The Board shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement nor shall it have power to establish or determine any new wage rate, job classification or job differential. The decision of the Board, which shall contain a full statement of the grounds upon which the issue or issues are decided, shall be final and binding on the Union and the Company.
- (f) Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the impartial chairman and any other expenses of such Board shall be borne equally by the parties.

- G9.03** (a) If the grievance involves a discharge or disciplinary action, the Board of Arbitration shall determine whether the discharge or disciplinary action was for just cause. If the Board of Arbitration finds that the discharge or disciplinary action was without just cause, the employee shall be reinstated. At the Board's discretion the employee may be granted lost seniority, the employee's basic weekly wage rate for straight time lost, and an additional amount not to exceed 10 percent of the former, such amount to be in lieu of all other losses which the employee may have incurred during the time the employee was separated from the Company. No other benefits, lost overtime opportunities or other amounts shall be paid. The Board's total back pay award, as calculated above shall be reduced by: all interim earned income, including overtime earnings; unemployment compensation; termination pay; and Company pension payments. The Board shall have the discretion to deduct other amounts deemed appropriate, such as Social Security Disability payments etc.
- (b) If such grievance concerns any other determination of the Company involving the exercise of discretion, such determination shall not be set aside by the Board of Arbitration unless it shall find it to have been made arbitrarily or in bad faith.

**G9.04** Any question in connection with the discipline, demotion or dismissal of any regular employee having less than one year of seniority, or any temporary employee having less than two years of seniority, at the time of such discipline, demotion or dismissal is specifically excluded from the arbitration procedures outlined in this Article.

**G9.05** Any arbitration case which has not been scheduled for hearing by the parties within 24 months of the date of initial receipt by the Company of the demand for arbitration, or 36 months if the case involves a discharge, will be considered to have been finally disposed of under the provisions of Article G8, unless the Company and the Union mutually agree in writing to extend the time period.



## **ARTICLE G9A**

### **Expedited Arbitration**

**G9A.01** The procedures herein will apply to arbitration involving disciplinary action which is specifically subject to arbitration under the collective bargaining agreement.

**G9A.02** In lieu of the procedures specified in Article G9 of this Agreement, any grievance involving the suspension of an individual employee, except those which also involve an issue of arbitrability, contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court action shall be submitted to arbitration under the expedited arbitration procedure hereinafter provided within 15 calendar days after the filing of a request for arbitration. In all other grievances involving disciplinary action which are specifically subject to arbitration under Article G9 of this Agreement, both parties may, within 15 calendar days after the filing of the request for arbitration, elect to use the expedited arbitration procedure hereinafter provided. The election shall be in writing and, when signed by authorized representatives of the parties, shall be irrevocable. If no such election is made within the foregoing time period, the arbitration procedure in Article G9 shall be followed.

**G9A.03** As soon as possible after this Agreement becomes final and binding, a panel of 5 umpires shall be selected by the parties. Each umpire shall serve until the termination of this Agreement unless his or her services are terminated earlier by written notice from either party to the other. The umpire shall be notified of his or her termination by joint letter from the parties. The umpire shall conclude his or her services by settling any grievance previously heard. A successor umpire shall be selected by the parties. Umpires shall be assigned cases in rotating order designated by the parties. If an umpire is not available for a hearing within 10 working days after receiving an assignment, the case will be passed to the next umpire. If no one can hear the case within 10 working days, the case will be assigned to the umpire who can hear the case on the earliest date.

**G9A.04** The procedure for expedited arbitration shall be as follows:

- (a) The parties shall notify the umpire in writing on the day of agreement or date of arbitration demands in suspension cases to settle a grievance by expedited arbitration. The umpire shall notify the parties in writing of the hearing date.

- (b) The parties may submit to the umpire prior to the hearing a written stipulation of all facts not in dispute.
- (c) The hearing shall be informal without formal rules of evidence and without a transcript. However, the umpire shall be satisfied himself or herself that the evidence submitted is of a type on which he or she can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair settlement and reasonably obtainable are brought before the umpire.
- (d) Within five working days after the hearing, each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position. The umpire shall give his or her settlement within five working days after receiving the briefs. He or she shall provide the parties a brief written statement of the reasons supporting his or her settlement.
- (e) The umpire's settlement shall apply only to the instant grievance, which shall be settled thereby. It shall not constitute a precedent for other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the parties unless the settlement or a modification thereof is adopted by the written concurrence of the representatives of each party at the third step of the grievance procedure.
- (f) The time limits in (a) and (d) of this Section may be extended by agreement of the parties or at the umpire's request, in either case only in emergency situations. Such extensions shall not circumvent the purpose of this procedure.
- (g) In any grievance arbitrated under the provisions of this Section, the Company shall under no circumstances be liable for backpay for more than six months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays requested by the Union in which the Company concurs shall not be included in such additional time.
- (h) The umpire shall have no authority to add to, subtract from or modify any provisions of this Agreement.

- (i) The decision of the umpire will settle the grievance, and the Company and the Union agree to abide by such decision. The compensation and expenses of the umpire and the general expenses of the arbitration shall be borne by the Company and the Union in equal parts. Each party shall bear the expense of its representatives and witnesses.
- (j) The time limit for requesting arbitration under this provision shall be the same as in existing procedures.

## **ARTICLE G9B**

### **Mediation**

#### **MEDIATION PROCEDURES**

**G9B.01** For grievances involving discharges or disciplinary suspensions which are specifically subject to arbitration under Article G9 of this Agreement, and for grievances involving alleged violations of Article P6, the parties may, jointly, within 30 calendar days after the conclusion of the final step of the grievance procedure, elect to use the mediation procedures hereinafter provided. The election shall be in writing and signed by an authorized representative of the parties.

**G9B.02** A panel of five mediators shall be selected by the parties. Each mediator shall serve until his or her services are terminated by written notice from either party to the other. The mediator shall be notified of his or her termination by joint letter from the parties. Mediators shall be assigned cases in rotating order designated by the parties. If a mediator is not available for conference within 30 calendar days after receiving an assignment, the case will be passed to the next mediator. If a case cannot be scheduled within 30 calendar days, the case will be assigned to the mediator who can conference the case on the earliest date.

**G9B.03** The procedures for mediation shall be as follows:

- (a) The parties shall notify the assigned mediator in writing of their decision to use mediation and the location of the conference.
- (b) The Mediation Conferences will normally be held at the following locations:

Local 2320	Manchester, New Hampshire
Local 2326	Burlington, Vermont
Local 2327	Portland, Maine

- (c) The spokesperson for the Company will be the Vice President of Labor Relations or his or her designee. The spokesperson for the Union will be the Business Manager or his or her designee. No attorney will attend the Mediation Conference.
- (d) In addition to the individuals identified above, the grievant, a Local Union designated representative, the grievant's supervisor and level three manager or designee will normally attend the Mediation Conference. Attendance by others at the Mediation Conference shall be only upon mutual consent of the parties.
- (e) All written material that is presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the Mediation Conference. The mediator may, however, retain one copy of the written grievance to be used solely for purposes of statistical analysis.
- (f) Proceedings before the mediator shall be informal in nature. The issue mediated will be the same as the issues the parties have failed to resolve through the grievance process. The rules of evidence will not apply, and no transcript of the Mediation Conference shall be made. The presentation of evidence is not limited to that presented at Step 2 or Step 3 of the grievance procedure.
- (g) The mediator may meet separately with the parties during the Mediation Conference, for the purpose of resolving the grievance. However, the mediator does not have the authority to compel the resolution of the grievance.
- (h) If the Company and Union agree to settle the grievance, such settlement resulting from the conference shall not be precedent-setting.
- (i) If no settlement is reached during the Mediation Conference, the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties agree that no opinion

shall be provided. The mediator shall state the basis for his or her advisory opinion.

- (j) If no settlement is reached as a result of the Mediation Conference, the grievance may be scheduled for arbitration in accordance with Article G9 provided that written notice is received by the Company no later than 30 calendar days after the conclusion of the Mediation Conference.
- (k) In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties may serve as the arbitrator. Neither party may at the arbitration hearing refer to statements or settlement proposals made by the other party in connection with the Mediation Conference or any statements made by the Mediator.
- (l) By agreeing to schedule a Mediation Conference, the Company does not acknowledge that the case is properly subject to arbitration and reserves the right to raise issues of arbitrability notwithstanding its agreement to schedule such a conference.
- (m) The compensation and expenses of the mediator and the general administrative expenses of the Mediation Conference shall be borne equally by the parties. The Company shall pay for the grievant and no more than one Union representative for attendance at the Mediation Conference.
- (n) The mediator shall conduct no more than four mediation conferences per day.

## **ARTICLE G10**

### **No Strike**

**G10.01** The Union agrees that during the term of this Agreement, or any extension thereof, it will not cause or permit its members to cause, nor will any member of the Union take part in, any strike of or other interference with any of the Company's operations or picketing of any of the Company's premises; provided, however, that nothing in this Article shall in any way enlarge, diminish or affect whatever the rights and obligations of the parties are now or may be from time to time with respect to any refusals to cross lawful picket lines established by other Unions at locations other than the Company's premises.

## **ARTICLE G11 Management Rights**

**G11.01** Subject only to the limitations contained in this Agreement the Company retains the exclusive right to manage its business including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to assign and direct the work force and to conduct its operations in a safe and effective manner.

## **ARTICLE G12 Benefits**

### **PENSION BENEFITS**

**G12.01 (a) Participation Frozen to New Hires as of October 14, 2014.** Bargaining unit employees hired on and after October 14, 2014 shall not be eligible for participation in the FairPoint Communications Northern New England Pension Plan for Represented Employees (the "Pension Plan").

**(b) Pension Benefits.** Bargaining unit employees eligible for participation in the Pension Plan shall receive the following benefits:

**(i) Benefits Accrued as of Freeze Date.** In accordance with the terms of the Pension Plan as amended effective October 14, 2014 (the "Freeze Date"), benefit accruals shall cease under the Basic Monthly Pension Benefit formula as of October 14, 2014 and under the Supplemental Monthly Pension Benefit formula as of October 14, 2017. Except as provided in subparagraph (ii) below, Participants will accrue no other benefits under the Pension Plan.

**(ii) Additional Monthly Pension Benefit for "Pension-Eligible Continuing Employees" (as defined below).** Participants who (1) were Eligible Employees on the payroll of a Participating Company (as defined in the Pension Plan) on October 14, 2014

and (2) are on the payroll of a Participating Company on February 22, 2015 (referenced as “Pension-Eligible Continuing Employees”) shall accrue an additional monthly benefit for service on and after February 22, 2015 (the “Additional Monthly Pension Benefit”). The amount of the Additional Monthly Pension Benefit shall be the product of:

- 50% of the Pension Band Amount applicable to the Participant based on the Participant’s job title on the Determination Date (the date as of which the Participant’s benefits are determined, as defined under the Pension Plan), *multiplied by*
- Pension Accrual Service from February 22, 2015 to the Determination Date; provided, however, that in calculating this Additional Monthly Pension Benefit, Pension Accrual Service after February 22, 2015 shall be taken into account only to the extent that the sum of Pension Accrual Service used to calculate the Participant’s frozen benefit (see subparagraph (i) above) plus Pension Accrual Service used to calculate this Additional Monthly Pension Benefit does not exceed 30 years.

**(iii) Additional Monthly Pension Benefits Accrued for “Pension-Eligible Continuing Employees” (as defined in (ii)).** Additional Monthly Pension Benefit accruals shall cease and become frozen for Eligible Employees in a Participating Company, according to (ii) above, as of January 1, 2019.

**(iv)** No additional monthly Pension Benefits shall accrue under this article for any employees as of January 1, 2019.

**(c) No Lump Sums.** Lump-sum payouts shall not be available for any Participants who separate from service on and after August 2, 2014.

**G12.02** The following Pension Bands will apply for purposes of the Pension Plan benefit calculations listed in Section G12.01.

Pension Band	Monthly Benefit
101	\$41.86
102	\$43.64
103	\$45.47
104	\$47.18
105	\$48.94
106	\$50.70
107	\$52.52
108	\$54.28
109	\$56.07
110	\$57.81
111	\$59.59
112	\$61.38
113	\$63.12
114	\$64.89
115	\$66.62
116	\$68.42
117	\$70.19
118	\$71.96
119	\$73.73
120	\$75.49
121	\$77.23
122	\$79.05
123	\$80.79
124	\$82.54
125	\$84.31
126	\$86.07
127	\$87.86
128	\$89.63
129	\$91.41
130	\$93.14
131	\$94.97
132	\$96.70
133	\$98.47
134	\$100.25
135	\$101.95

**G.12.03** Any question arising in connection with the Pension Plan, other than the Company’s determination of eligibility of bargaining unit employees to participate in the Pension Plan, is specifically excluded from the grievance and arbitration procedures outlined in Articles G8 and G9 of the Agreement.

**401(k) PLAN**

**G12.04** Bargaining unit employees will be eligible for participation in the FairPoint Communications Northern New England Savings and Security Plan for Associates (the “Associates 401(k) Plan”) until December 31, 2014.



Effective February 22, 2015, the Associates will be eligible for participation in the 401(k) Plan as amended and restated on January 1, 2015 as a mirror plan having the same design elements and features as the 401(k) plan offered to non-bargaining unit employees, except that beginning on January 1, 2019, the Company match shall remain at 100% up to the first 5% of contributions by the Associate employee, and the Company shall contribute an additional 1% on a non-elective basis. All contributions are based on 401(k) eligible earnings as of the ratification of this Agreement plus overtime earned. The terms and conditions of the amended and restated Associates 401(k) Plan shall be as set forth in the documents entitled Consolidated Communications, Inc. NNE Associates 401(k) Plan.

**G12.05** Any question arising in connection with the Associates 401(k) Plan, other than the Company's determination of eligibility of bargaining unit employees to participate in the plan, is specifically excluded from the grievance and arbitration procedures outlined in Articles G8 and G9 of the Collective Bargaining Agreement.

## **HEALTH AND WELFARE BENEFITS (GENERAL)**

**G12.06 Termination of Current Plans.** The following employee benefit plans shall be terminated as of December 31, 2014:

FairPoint Communications Northern New England Medical Expense Plan for Associates

FairPoint Communications Northern New England Alternate Choice Plan for Associates

FairPoint Communications Northern New England Dental Expense Plan for Associates

FairPoint Communications Northern New England Vision Care Plan for Associates (including VDT User Eye Care Program)

FairPoint Communications Northern New England Group Life Insurance Plan for Associates

FairPoint Communications Northern New England Dependent Group Life Insurance Plan for Associates

FairPoint Communications Northern New England Sickness and Accident Disability Benefit Plan for Associates

FairPoint Communications Northern New England Long-Term Disability Plan for Associates

FairPoint Communications Northern New England Flexible Spending Accounts Plan for Associates

FairPoint Communications Northern New England Adoption Reimbursement Program for Associates

FairPoint Communications Northern New England Income Protection Plan for Associates

FairPoint Communications Northern New England Long-Term Care Insurance Plan for Associates

**G12.07** Effective August 5, 2018 and until January 1, 2019, eligible bargaining unit employees (as defined in subparagraph (a) below) may continue to participate in the following health and welfare benefit plans:

- IBEW/NECA Family Medical Care Plan (“FMC Plan”), Plan 16, with respect to medical, prescription drug and dental benefits;
- FairPoint Communications Vision Plan;
- FairPoint Communications Life Insurance Plan (including Supplemental and Dependent Life Insurance);
- FairPoint Communications Disability Plan;
- FairPoint Communications Section 125 Cafeteria Plan (including the Flexible Spending Accounts Plan);
- FairPoint Communications Adoption Assistance Program

**Plans in Effect as of January 1, 2019.** Effective January 1, 2019 and until the CBA expiration date, eligible bargaining unit employees (as defined in subparagraph (a) below) may elect to participate in the following health and welfare benefit plans:

- IBEW/NECA Family Medical Care Plan (“FMC Plan”), Plan 16, with respect to medical, prescription drug and dental benefits;
- Consolidated Communications, Inc. Vision Plan as covered under the Consolidated Communications, Inc. Health Benefits Plan
- Consolidated Communications, Inc. Short Term Disability (STD) Plan

- Consolidated Communications, Inc. Life, Accident & Long Term Disability (LTD) Plan
- Consolidated Communications, Inc. Flexible Employee Benefits Plan

**(a) Eligible Employees.** Regular and temporary bargaining unit employees scheduled to work at least 30 hours per week are eligible for participation in the health and welfare benefit plans listed in this Section.

**(b) Eligible Dependents.** To the extent dependent coverage is offered under a particular health and welfare benefit plan listed in this Section, the following individuals will be eligible for enrollment as dependents of a bargaining unit employee enrolled in that plan:

**(i)** The employee's lawful spouse (for this purpose, "spouse" means the person to whom the employee is legally married under the laws of any State in the United States or of any foreign country, excluding civil unions, registered domestic partnerships or other similar formal relations that are not denominated as marriage under such laws);

**(ii)** The employee's children (natural born, adopted or stepchild(ren)) until the end of the month in which they attain age 26; and

**(iii)** The employee's unmarried children (natural born, adopted or stepchild(ren)) of any age, if dependent on the employee for support due to a physical or mental disability that began before the child reached age 19 (or age 25 while a full-time student) and provided that such child is continuously covered under the benefit plan or another FairPoint or Consolidated plan offering the same type of coverage.

# MEDICAL, PRESCRIPTION DRUG AND DENTAL BENEFITS

**G12.08 (a) FMC Plan.** Effective upon ratification of this Agreement and until the expiration date, eligible bargaining unit employees may elect to participate in Medical, Prescription Drug and Dental Benefits under the IBEW/NECA Family Medical Care Plan (“FMC Plan”), Plan 16.

Participation will be on a contributory basis. Monthly Premiums for the 2022 Plan Year, until the expiration of this Agreement, will be divided between the Company and covered bargaining unit employees as follows::

Tier	Total FMC Plan Monthly Premium	2022 Company Monthly Contribution	2022 %	2022 EE Monthly Contribution	2022 %
Single	\$844.68	\$677.26	80.18%	\$167.42	19.82%
EE + Spouse	\$1,602.54	\$1,284.92	80.18%	\$317.62	19.82%
EE + Children	\$1,497.11	\$1,200.38	80.18%	\$296.73	19.82%
EE + Family	\$2,223.97	\$1,783.18	80.18%	\$440.79	19.82%

- (b) To the extent the cost of medical, prescription drug and dental coverage increases for the 2023 and each succeeding plan year thereafter covered by this Agreement, the Company Monthly Contribution for each tier will not increase by more than 4% of the Company’s Monthly Contribution for such tier during the immediately preceding plan year. In case of such 4% increase, participating bargaining unit employees will be responsible for any additional increase in cost for the coverage level they elect.
- (c) In addition to what, if any increase in employee contribution is caused by the operation of paragraph (b) above, the employee monthly contribution will also increase by 0% January 1, 2023, and January 1 each succeeding calendar year
- (d) For this purpose, the “cost” of medical, dental and prescription drug coverage shall include the applicable FMC Plan Monthly Premiums for the plan year, as well as any special payroll taxes, fees or charges which may be imposed on employers by a State

or other jurisdiction to finance a single-payer program, health insurance exchange or other similar health care program for residents of that jurisdiction, not including any taxes, fees or charges in effect on the date this agreement is ratified.

## **RETIREE MEDICAL COVERAGE / PREMIUM REIMBURSEMENT STIPEND**

**G12.09 (a) No Company-Sponsored Retiree Medical or Dental Coverage.** Bargaining unit employees whose employment with the Company ends due to retirement or any other reason on and after August 28, 2014 shall be ineligible for participation in any Company-sponsored retiree medical plan and/or dental plan and will be entitled only to COBRA continuation coverage under such plans at the retiree's or former employee's sole expense.

**(b) Medical Premium Reimbursement Stipend for Stipend-Eligible Retirees.** Bargaining unit employees who meet all eligibility requirements set forth below will be eligible to receive a monthly stipend to reimburse premiums actually paid by the retiree to obtain medical insurance coverage for him/herself.

Eligibility: To be a "Stipend-Eligible Retiree," the bargaining unit employee must satisfy each and every one of the following requirements:

- (i)** Terminate employment with the Company and all affiliates on and after August 5, 2018, but no later than June 30, 2021; and
- (ii)** Upon terminating employment, be granted a pension under the FairPoint Communications Northern New England Pension Plan for Represented Employees. (A former bargaining unit employee who does not commence his/her pension immediately upon terminating employment or who is eligible to receive a deferred vested pension shall not be a Stipend-Eligible Retiree.); and
- (iii)** Be enrolled in medical insurance coverage, the cost of which the retiree and/or spouse is required to pay in whole or in part.

- (c) **Stipend Amount and Duration:** A “Stipend-Eligible Retiree” may receive a monthly stipend of up to \$450.00 in gross to reimburse premiums paid for his/her own medical insurance coverage, including spouse and family.
- (d) To receive reimbursement of any premiums paid, the Stipend-Eligible Retiree must submit written proof of payment of such premiums, verifying the amount and date of each payment..
- (e) A Stipend-Eligible Retiree may receive the monthly stipend for properly substantiated premium payments until and including the month in which the retiree attains age 65, or dies, whichever occurs first.

## VISION BENEFITS

**G12.10** Effective August 5, 2018 through December 31, 2018, eligible bargaining unit employees may elect to enroll in the FairPoint Communications Vision Plan, under the terms and conditions of that plan set forth in the document entitled “*FairPoint Communications Comprehensive Group Benefits Plan*” and the document entitled “*Summary Plan Description: FairPoint Communications Vision Plan*,” both as in effect as of January 1, 2015 and as amended thereafter from time to time for non-bargaining unit employees.

Effective January 1, 2019, eligible bargaining unit employees may elect to enroll in the Consolidated Communications, Inc. Vision benefits offered to non-bargaining unit employees. Vision benefits will be subject to the terms and conditions set forth in the document titled “*Consolidated Communications Inc. Health Benefits Plan*” in effect as of January 1, 2019 and as amended thereafter from time to time for non-bargaining unit employees.

- (a) **Plan Design** – For Plan Years beginning on and after January 1, 2015, coverage options, deductibles, coinsurance, copays and all other Vision Plan design elements and features will be the same as determined by the Company in its sole discretion for non-bargaining unit employees.
- (b) **Contributions for Coverage** – For Plan Years beginning on and after January 1, 2015, coverage options, deductibles, coinsurance, copays and all other Vision Plan design

elements and features will be the same as determined by the Company in its sole discretion for non-bargaining unit employees..

## **LIFE INSURANCE BENEFITS**

**G12.11** Effective August 5, 2018 through December 31, 2018, bargaining unit employees will be eligible for the same group life insurance benefits (employee basic, employee supplemental and dependent life insurance) as offered to non-bargaining unit employees. Life insurance benefits will be subject to the terms and conditions set forth in the document entitled “*FairPoint Communications Comprehensive Group Benefits Plan*” and the document entitled “*Summary Plan Description: FairPoint Communications Group Life Insurance Plan*”, both as in effect as of January 1, 2015 and as amended thereafter from time to time for non-bargaining unit employees.

Effective January 1, 2019, bargaining unit employees will be eligible for the same group term life and accidental death and dismemberment benefits (AD&D) (employee basic, employee supplemental and dependent life insurance) as offered to non-bargaining unit employees. Group term life and AD&D benefits will be subject to the terms and conditions set forth in the document titled “*Consolidated Communications Inc. Life, Accident & Long Term Disability Benefits Plan*” in effect as of January 1, 2019 and as amended thereafter from time to time for non-bargaining unit employees.

- (a) **Plan Design** – For Plan Years beginning on and after January 1, 2015, coverage options, life insurance limits and all other Life Insurance Plan design elements and features will be the same as determined by the Company in its sole discretion for non-bargaining unit employees.
- (b) **Contributions for Supplemental and Dependent Coverage** – For Plan Years beginning on and after January 1, 2015, bargaining unit employees shall be required to contribute toward any Supplemental Life Insurance and Dependent Life Insurance coverage they elect. The amount of contributions for bargaining unit employees shall be determined on the same basis as determined by the Company for non-bargaining unit employees.

## DISABILITY BENEFITS

**G12.12 Short Term Disability** – Effective August 5, 2018 through December 31, 2018, bargaining unit employees will be eligible for the same short term disability benefits offered to non-bargaining unit employees. Short term disability benefits will be subject to the terms and conditions set forth in the document entitled “*FairPoint Communications Comprehensive Group Benefits Plan*” and the document entitled “*Summary Plan Description: FairPoint Communications Short Term Disability Plan*,” both as in effect as of January 1, 2015 and as amended thereafter from time to time for non-bargaining unit employees.

Effective January 1, 2019, bargaining unit employees will be eligible for the same Short Term Disability (STD) benefits offered to non-bargaining unit employees. STD benefits will be subject to the terms and conditions set forth in the document titled “*Consolidated Communications Inc. Short Term Disability Plan*” in effect as of January 1, 2019 and as amended thereafter from time to time for non-bargaining unit employees.

- (a) **Plan Design** – For Plan Years beginning on and after January 1, 2015, coverage options, limits and all other Short Term Disability Plan design elements and features will be the same as determined by the Company in its sole discretion for non-bargaining unit employees.
- (b) **Reinstatement Right** – A bargaining unit employee receiving disability benefits shall have the right to return to the same or a similar position as the employee had immediately before the disability, provided the employee returns to active employment no later than six months after exhausting STD benefits.

**G12.13 Long Term Disability** – Effective August 5, 2018 through December 31, 2018, bargaining unit employees will be eligible for the same long term disability benefits offered to non-bargaining unit employees. Long term disability benefits will be subject to the terms and conditions as set forth in the document entitled “*FairPoint Communications Comprehensive Group Benefits Plan*” and the document entitled “*Summary Plan Description: FairPoint Communications Disability Plan*,” both as in effect as of January 1, 2015 and as amended thereafter from time to time for non-bargaining unit employees.



Effective January 1, 2019, bargaining unit employees will be eligible for the same Long Term Disability (LTD) benefits offered to non-bargaining unit employees. LTD benefits will be subject to the terms and conditions set forth in the document titled “*Consolidated Communications Inc. Life Accident & Long Term Disability Plan*” in effect as of January 1, 2019 and as amended thereafter from time to time for non-bargaining unit employees.

- (a) **Plan Design** – For Plan Years beginning on and after January 1, 2015, coverage options, limits and all other Long Term Disability Plan design elements and features will be the same as determined by the Company in its sole discretion for non-bargaining unit employees.
- (b) **Contributions for Supplemental Long Term Disability Coverage** – For Plan Years beginning on and after January 1, 2015, the amount of contributions required to obtain supplemental long term disability coverage shall be determined for bargaining unit employees on the same basis as determined by the Company for non-bargaining unit employees.

Effective January 1, 2019, the Company shall continue to pay its portion of the agreed medical premium for up to twelve (12) months when an employee is on a leave of absence and approved for Short Term Disability or Long Term Disability benefits. An employee who has not been medically released to return to active employment status within twelve (12) months after having been qualified for STD or LTD benefits shall have their employment terminated.

## **FLEXIBLE SPENDING ACCOUNTS**

**G12.14** Effective August 5, 2018 through December 31, 2018, bargaining unit employees will be eligible for participation in the same Flexible Spending Accounts Plan offered to non-bargaining unit employees, under the terms and conditions of that plan as set forth in the document entitled “*FairPoint Communications Comprehensive Group Benefits Plan*” and the document entitled “*FairPoint Communications, Section 125 Cafeteria Plan*,” both as in effect as of January 1, 2015 and as amended thereafter from time to time for non-bargaining unit employees.

Effective January 1, 2019, bargaining unit employees will be eligible for the same Flexible Spending Accounts (FSA) benefits offered to non-bargaining unit

employees. FSA benefits will be subject to the terms and conditions set forth in the document titled “*Consolidated Communications Inc. Flexible Employee Benefits Plan*” in effect as of January 1, 2019 and as amended thereafter from time to time for non-bargaining unit employees.

## **ADOPTION ASSISTANCE PROGRAM**

**G12.15** Effective August 5, 2018 through December 31, 2018, bargaining unit employees will be eligible for participation in the same adoption assistance program offered to non-bargaining unit employees, under the terms and conditions of that program as set forth in the document entitled “*FairPoint Communications, Adoption Assistance Program*,” as in effect as of January 1, 2015 and as amended thereafter from time to time for non-bargaining unit employees.

Effective January 1, 2019, bargaining unit employees will no longer be eligible for participation in the Adoption Assistance Program previously offered to employees.

## **CHANGES TO HEALTH AND WELFARE PLANS**

**G12.16 Waiver of Bargaining Rights** With respect to the health and welfare benefit plans detailed in Articles G12.08 and G12.09, the Company can make no changes to the aforementioned without satisfying its bargaining obligations with the union. To the contrary, with respect to the health and welfare benefit plans detailed in Articles G12.10 through G12.15, inclusive, the Union clearly waives any and all rights it may have to bargain with the Company over both the decision to make changes and the effect of any changes made by the Company to the bargaining unit employees..

**G12.17 Questions.** Any questions arising in connection with the health and welfare plans listed in Articles G12.08 through G12.15, as amended, are specifically excluded from the grievance and arbitration procedures outlined in Articles G8 and G9 of the Agreement, except for:

- (a) the Company’s determination of eligibility of bargaining unit employees for coverage under those plans; and
- (b) the annual basic rate of pay and date of termination of individual insurance coverage for any employee with respect to the determination of benefits under the Life Insurance Plan listed in Article G12.11.

## **ARTICLE G13**

### **Anticipated Disability Leave**

**G13.01** Anticipated Disability Leave of absence as described in the FairPoint Communications Northern New England Leave of Absence Policy for Associates as amended is hereby incorporated by reference as part of this Agreement.

**G13.02** All questions arising in connection with the Anticipated Disability Leave of Absence program other than the Company's determination of eligibility of employees in the bargaining unit for coverage under the program is specifically excluded from the grievance and arbitration procedures outlined in Articles G8 and G9 of the Agreement.

## **ARTICLE G14**

### **Personal Leave of Absence**

**G14.01** Leaves of absence may be granted to an employee for personal reasons upon written request stating the reason, and approved by the Company. Such leaves of absence may be extended upon written request, stating the reason, and approved by the Company.

**G14.02** Upon return from a personal leave of absence, an employee shall be reinstated on the same wage table and at the rate of pay then in effect. The employee shall return to the same assignment or an assignment generally similar to that in which the employee was last engaged prior to the leave of absence.

**G14.03** With respect to the expiration of Short Term Disability benefits under the FairPoint Communications Disability Plan the "5th month letter" will include a reference to the employee's option of applying for a leave of absence prior to the expiration of the 26 week maximum benefit period, to become effective as of the expiration of Short Term Disability benefits. Effective January 1, 2019 and until the CBA expiration date, with respect to the move to the Company's Short Term and Long Term Disability benefits, the Company will mail an "11th month letter" to employees' advising them of the pending health care expiration and subsequent employment termination.

**G14.04** Personal leaves of absence shall not break the continuity of service,

but if such period of absence exceeds one month, the excess over one month shall be deducted when computing the employee's seniority as defined in Article G27, unless provided otherwise under a particular type of leave.

## **ARTICLE G14A**

### **Military Service**

#### **ABSENCE FOR MILITARY SERVICE**

**G14A.01** Where an employee, in order to fulfill an obligation to perform military training and service, enlists in one of the reserve components of the Armed Forces, the employee's absence from the Company pursuant to their initial assignment to active duty for training exceeding one month (usually a six-month period commencing within 120 days of enlistment) shall be covered by a personal leave of absence, with credit for service and with eligibility to death benefits, all in accordance with the terms of the Benefit Plan. If disabled by sickness or injury during the leave of absence sickness disability benefits shall not be payable during the period for which the leave of absence is granted. If such disability extends for eight days or more beyond the expiration of the leave of absence, eligibility to sickness disability benefits, subject to the provisions of the Benefit Plan, will be reestablished on the day following the expiration date. The period of absence shall be credited for purposes of pay progression. The inclusive dates of the leave of absence shall be the dates indicated by the employee's orders to active duty.

#### **REGULAR OR ADDITIONAL MILITARY TRAINING DUTY**

**G14A.02** Where an employee who is a member of one of the reserve components of the Armed Forces is required to perform training other than an initial period of extended active duty for training, the employee's absence from the Company (usually for a two-week annual encampment or cruise, but in some instances for longer periods due to special study, instruction or training courses) shall be covered by a personal leave of absence. The period of such leave of absence in excess of the first month shall be deducted in the determination of the employee's term of employment under the Benefit Plan. If disabled by sickness or injury during the leave of absence, sickness disability benefits shall not be payable during the period for which the leave of absence is granted. If such disability extends for eight days or more beyond the expiration of the leave of absence and the duration of the leave of absence is not more than

six months, eligibility to sickness disability benefits, subject to the provisions of the Benefit Plan, will be reestablished on the day following the expiration date. Where the period of the leave of absence exceeds six months, eligibility to sickness disability benefits will not be reestablished except upon the employee's return to work. In the event of death during the period (not exceeding one year) of a leave of absence granted in accordance with the provisions of this Paragraph, a death benefit will be payable subject to the provisions of the Benefit Plan. The period of absence in excess of the first month will not be credited for purposes of pay progression. The inclusive dates of the leave of absence shall be the dates indicated by the employee's orders to duty.

## **EMERGENCY MILITARY SERVICE**

**G14A.03** Employees who are members of the National Guard and who are called into active emergency service of a State will be excused for the necessary period of such service. If the period of such service should extend beyond 30 days, the treatment provided will be governed by the circumstances prevailing at the time.

## **PAYMENT FOR ABSENCE**

**G14A.04** Regular employees who are absent for military training duty in the reserve component of the Armed Service shall be paid the difference between Company pay and Government pay in connection with the first 11 scheduled working days of absence, including holidays, in any one calendar year. When an employee is required to meet these training obligations twice within the same calendar year, due to the overlap between fiscal and calendar years, the difference between Company pay and Government pay may be paid for both training periods, except that the total amount of the difference paid over a period of two consecutive calendar years shall not exceed the equivalent of two weeks for each calendar year during the same period.

**G14A.05** Regular employees granted leaves of absence because of induction under the Military Selective Service Act as amended, or as a member of the reserve components of the Armed Forces, including National Guard ordered or called into active military service, who have less than one year of seniority on the date the leave begins will receive the difference between their Company pay and Government pay for the first two weeks of military service. Employees granted such leaves of absence who have more than one year seniority on the date the leave begins will receive the difference between their Company pay

and Government pay for the first three months of Military Service or for any shorter period of such service. Following completion of payments to employees on such leaves, regardless of length of service, who have spouses or dependent children under 18 years of age at the commencement of their leave will receive for a further period of three months the difference between Company pay and Government pay determined as of the beginning of such additional three-month period. For these purposes, Government pay will include basic pay, pay for special or hazardous duty, quarters allowance, plus any other family allowances provided by law.

## **RETURN FROM MILITARY SERVICE**

**G14A.06** The rate of pay of employees on return from military leaves will be the same as if they had worked continuously with the Company in the jobs held when such leave was granted.

## **RETROACTIVE PAYMENTS OF RATING DIFFERENTIALS**

**G14A.07** If the veteran, after reemployment, qualifies for a rating to which they were eligible during the period of their military leave and is assigned the employee will be entitled to retroactive payment of the rated wage differential under the following condition.

If, during the period of a military leave an employee becomes eligible to apply for a rating and passes the rating within the time specified in Note 3, after reemployment, the employee will receive the differential between the reemployment rate and the rating wage step determined by their military service credit retroactive to date of reemployment but not to exceed a total of 65 weeks' retroactive payments.

**Note 1:** "Military Service Credit" shall mean the number of months on military leave of absence credited for wage progression. Retroactive wage payments shall be calculated in accordance with the wage schedules in effect at the date of reemployment.

**Note 2:** For the purpose of this practice: "Rating" shall refer to the ratings available for the rated job titles as identified in Article G33.

**Note 3:** The specified time, after reemployment, for acquiring a rating to which employee was eligible during the period of military leave is as follows:

- (a) Two years if period of military leave of more than one year. In calculating this "period of military leave of more than one year" the extended period of the military leave of absence from the date of military discharge to date of reemployment set forth in G14A.14-G14A.16 shall be included.
- (b) Period of military leave of one year or less-Double the period of military leave up to two years in which to acquire the rating to which employee became eligible during the military leave. In calculating this "period of military leave of one year or less," the extended period of the military leave of absence from date of military discharge to the date of reemployment set forth in G14A.14 - G14A.16 shall be included in totaling the one year.
- (c) In calculating the "period of military leave of one year or less," in (b) above, the extended period of the military leave of absence from date of military discharge to the date of reemployment set forth in G14A.14 - G14A.16 shall be included in totaling the one year.

## **RETROACTIVE RATING DATES**

**G14A.08** If the veteran, after reemployment, qualified for a rating to which they were eligible during the period of their military leave, the veteran will be entitled to retroactive rating dates under conditions outlined in paragraph G14A.09. In no case will the rating seniority granted the veteran be better than the employee might have obtained if they had remained in the Company's employ.

**G14A.09** The "base date" will be understood to mean the retroactive date "within the period of their full military leave" on which the employee would have been eligible to the rating if the employee had worked continuously with the Company in the job held when military leave was granted. The base date therefore will in no case be earlier than the first day of military leave.

## **TRANSFER TO A DIFFERENT RATED JOB TITLE**

**G14A.10** If a veteran entered military service while employed in a rated job title and subsequent to reemployment, transfers to another rated job title the employee will be eligible to retroactive wage treatment equal to but in no

case exceeding the retroactive wage treatment to which they were entitled in their original assignment in accordance with G14A.07, Note 3. In case of such transfer the employee will be eligible to retroactive rating treatment based on the date of transfer.

## **EMPLOYEE WITH PRIOR EXPERIENCE IN A RATED JOB TITLE WHO ENTERED MILITARY SERVICE DIRECTLY FROM A NONRATED JOB TITLE**

**G14A.11** An employee transferred from rated work to nonrated work because of lack of work or an employee with rated service followed by a break in Company service who is reemployed in a nonrated job title will receive the following treatment if the employee subsequently enters the military service. Upon reemployment, the employee will be reassigned to rated work or to a higher paid nonrated job title providing their seniority rights would have entitled the employee to such transfer had the employee not entered the military service. The employee will be given rated or higher paid nonrated job title retroactive seniority treatment as of the day the employee would have been transferred had the employee not entered the military service.

**G14A.12** The junior assigned employee in a rated or higher paid nonrated job title may be displaced or bumped by a reemployed veteran when the retroactive seniority rights of the returned employee are greater than the seniority rights of the junior assigned employee and when it is necessary to displace the junior assigned employee in order to reassign the returned employee to rated or higher paid nonrated job title and thus give effect to the greater seniority rights of the returned employee. Management will notify the reemployed veteran of their right to displace or bump a junior employee on a particular assignment and employee must assert this right within 15 days after notification. However, the requirements of the service shall be the controlling factor and reassignment may be held in abeyance to meet service requirements.

## **RETROACTIVE SENIORITY RIGHTS**

**G14A.13** Retroactive seniority ratings will receive consideration in accordance with the Contract for transfers to fill vacancies (bidding) and for choice in shifts when for any reason, reassignments are necessary. However, in all cases the requirements of the service will be a controlling factor with treatment in accordance with the contract.



## EXTENDED MILITARY LEAVE PERIOD

**G14A.14** The veteran shall be provided with an extension of the military leave of absence from date of military discharge to date of reemployment, not to exceed 90 days after the employee is relieved from military training and service or from hospitalization continuing after discharge. However, a reservist performing a short tour of training duty or an employee rejected for military service shall be limited to an extension of 30 days. This military leave extension period of 90 or 30 days shall be known as "the extended military leave period." It is not intended that the veteran will lose the benefits outlined herein if the employee is eligible to ratings within the allowable military leave period and elects to return to work before the date of eligibility to rating.

**G14A.15** If the employee passes the rating within the specified time interval after reemployment, the rating will be made retroactive to the date the employee became eligible to pass the rating, i.e., the "base date" for the rating is the date the employee became eligible to the rating after military discharge but subsequent to reemployment.

**G14A.16** If the employee passes the rating within the specified time interval the employee will be paid the difference between the reemployment wage actually received on date the employee became eligible for rating and the rated wage rates retroactive to the rating date, not to exceed the limit stated in the preceding paragraphs.

## ARTICLE G15 Personal Days

**G15.01** All regular employees who have at least one-hundred and twenty (120) calendar days of seniority on January 1 of any year (with the exception of Article G20 recall) shall be eligible for Personal Time equal to forty (40) hours with pay. Up to forty (40) hours of Personal Time may be rolled over from year to year. New employees will be eligible for Personal Time once they achieve one-hundred and twenty (120) calendar days of seniority. New employees will receive Personal Time according to the schedule below:

<b>120 Days of Seniority Achieved on or Between:</b>	<b>Personal Time Received:</b>
January 2 - April 30	40 hours
May 1 - August 31	36 hours
September 1 - December 31	20 hours

**G15.02** Employees who use Personal Time shall be paid for the time as if they worked (excluding any wage incentive or productivity payments).

**G15.03** Employees may use up to two (2) full days' assigned tours of Personal Time in a calendar year on a reserved basis for personal, immediate needs, to be taken on short notice and in increments of one-half (1/2) of a full day's assigned tour. The immediate supervisor or the supervisor in charge will grant a minimum of one short notice request for such excused work time in each one-half tour on that day, if the request is made prior to the start of the one-half tour requested. Additional requests for such time on that day may be granted subject to the service requirements of the work group.

**G15.04** Employees who are absent with pay during their scheduled Personal Time shall have their paid Personal Time rescheduled subject to the service requirements of the work group.

**G15.05** Personal Time may be selected by employees within each vacation group from the vacation schedule after full week and single day vacations have been selected or throughout the year on a first-come first-served basis, subject to service requirements. Up to two (2) full tours of Personal Time may be scheduled in one-half (1/2) day increments in a calendar year.

**G15.06** Employees may select such Personal Time on a day-at-a-time basis.

**G15.07** Changes in Personal Time schedules may be granted to an employee on the basis of the earliest request to the employee's immediate supervisor, subject to the needs of the business and service requirements of the work group; otherwise the Personal Time must be used as scheduled.

**G15.08** Personal Time may also be used, in increments of 15 minutes, but no less than one-half hour, for personal illness, medical appointment, non-workplace injury or to care for an immediate family member (spouse, child, step-child, parent, step-parent, parent-in-law, sibling, grandchild, grandparent) who is ill or injured. Personal Time may be used for travel to an appointment for long-term care or to address the effects of domestic violence, sexual assault or stalking. An employee may use Personal Time to care for a family member because the school or business where the family member is located is closed for public health or safety reasons.

**G15.09** When available, Personal Time must be used to cover the Short Term Disability elimination period. In the event Personal Time is exhausted, contingent upon the employee being approved for Short Term Disability benefits or FMLA leave, the employee may choose to use a vacation day to be paid during the elimination period or may choose to take the elimination period as unpaid. Under no circumstance shall vacation days or Personal Time be returned to the employee when used for the elimination period. Personal Time cannot be used to supplement STD or LTD benefit payments.

**G15.10** Employees in the Traffic, Accounting, and Sales departments may use Personal Time in increments of 15 minutes, but no less than 1 hour, when scheduling time to fill unused capacity on the vacation schedule. Employees are permitted to pre-schedule such time; however, such incremental personal time will not be approved until the day of, when the short notice approval period has expired.

## **ARTICLE G15A Vacations**

### **REGULAR EMPLOYEES**

#### **Eligibility**

**G15A.01** The eligibility of regular and temporary employees to receive a vacation with pay within the current year shall be determined in accordance with the following schedule:

<b>Seniority Attained During Vacation Year</b>	<b>Length of Vacation Days</b>
6 Months	5
1 Year	10
7 Years	15
15 Years	20
25 Years	25

An employee, upon reaching the attained seniority in the table above, will be eligible to receive the corresponding vacation time. Additional weeks earned

are awarded on the service anniversary date, but can be scheduled during the preceding vacation selection process. However, the awarded week cannot be used prior to the service anniversary date in the year in which it is awarded. The employee will subsequently be awarded the corresponding amount of vacation time each year on January 1st.

If an employee leaves the company prior to their service anniversary, on a year an additional week is awarded, he/she will not receive a payout for that week of vacation.

## **Rate of Pay**

**G15A.02** A regular full time employee and a temporary employee shall be paid at the basic rate for the time constituting a normal work week except that employees temporarily on a higher assignment shall receive the higher rate if the employee is to return to the higher assignment.

## **Scheduling**

**G15A.03** Vacations may be scheduled at any time during the year in accordance with the requirements of the service; however, during the summer period, the Company will specify the number of employees who may select a vacation for each week during this period so that each regular employee can choose a minimum of two vacation weeks from the number of weeks made available. The Company will ensure that as equal a number of vacation weeks as possible will be made available in each week of the summer period. The summer period starts with the last payroll period beginning in May and ends after the third payroll period beginning in September. The Company, at its discretion, may increase the vacation allotment during such period in accordance with the requirements of the service. Third and fourth week vacations may be selected during the summer period from vacation weeks remaining, if any, following selection of the two week vacation period.

To the extent that any vacation time allotted pursuant to Section G15A.03 remains or becomes available, employees shall have the opportunity to select such vacation time up to thirty (30) days in advance of such vacation time. Thereafter, the Company may grant such vacation selections subject to the needs of the business.

**G15A.04** Vacations shall not start on days other than Sunday except as provided for in paragraph G15A.14.

**G15A.05** The last weekly vacation period of any year shall be the last payroll week beginning in that year. Sunday is the first day of the payroll week.

**G15A.06** The regular vacation to which an employee is entitled shall not be affected by active military training or emergency duty as outlined in the Military Service Article.

**G15A.07 (a)** When an employee's absence due to sickness or accident disability begins prior to the employee's scheduled vacation, and the employee does not return before December 31, the remaining vacation will be deferred until termination of such absence. If the employee returns prior to December 31 and is unable to complete the vacation in the current vacation year, the remaining vacation will be deferred. Any deferred vacation should be selected by the employee within one week after return to work, and will be scheduled at any time during the year in accordance with the requirements of the service.

**(b)** When an employee's absence for any reason other than sickness or accident disability begins prior to the employee's scheduled vacation, the employee must return to work by December 31 of the calendar year in which the vacation is scheduled in order to be allowed the vacation. If the employee is unable to complete the vacation in the current vacation year, the remaining vacation will be deferred. Any such deferred vacation should be selected by the employee within one week after return to work, and will be scheduled in accordance with the requirements of the service.

## **Selection**

**G15A.08** Seniority for the purpose of vacation selection shall be net credited service.

**G15A.09** Vacations shall be selected and approved well in advance of the vacation period so that the employee may have ample notice of the vacation.

**G15A.10** Employees may split the two week vacation period but shall not be required to do so.

**G15A.11** Third-week vacation selection shall not affect the more desirable two week vacation period of another employee. Fourth-week vacation selection shall not affect the more desirable two week vacation period or the third-week vacation period of another employee. Fifth-week vacation selection shall not affect the more desirable two week vacation period, third-week vacation period, or fourth-week vacation period of another employee. Three, four, or five consecutive weeks' vacation may be granted.

## **Selection Order**

### **G15A.12**

- \*1st two weeks – All regular full time employees by seniority shall select their first two weeks of vacation.
- \*3rd week
- \*4th week
- \*5th week
- Carry over week(s) (one week at a time by seniority)
- Floating Holiday(s)
- Day at a time vacation days
- Personal Days
- Carry over day at a time vacation days

\*Once the employee has selected one week of vacation they have the ability to “bank” remaining time according to G15A.13

## **Carry-Over**

**G15A.13** At the option of the employee, a part of the vacation may be carried over from one vacation year to the next vacation year, provided that:

- (a) An employee who earns one week of vacation in the calendar year may carry over the week into the next calendar year.
- (b) An employee who earns two or more weeks in a calendar year may carry over vacation equal to what they were awarded in the year minus one week.

## **Day-At-A-Time Vacation**

**G15A.14** Employees who are eligible for two weeks of vacation may use one of these vacation weeks to be taken on a day-at-a-time basis. Employees who are eligible for more than two weeks' vacation may select up to three of these vacation weeks to be taken on a day-at-a-time basis in a calendar year.

Single days of vacation may be granted by seniority during the vacation selection process, no more than 3 at a time. After the vacation selection process is completed, single vacation days may then be granted to employees on the basis of the earliest request in accordance with the requirements of service. Up to five (5) day-at-a-time vacation days for Plant employees, may be taken in half-day increments in a calendar year. Up to ten (10) day-at-a-time vacation days for all other employees may be taken in half-day increments in a calendar year.

## **VACATION HOLIDAY**

**G15A.15** When a holiday occurs during the vacation, the employee shall be granted a day off with pay. Such day off shall be the last working day prior to the vacation, the first working day following the vacation, a mutually agreed upon day to be taken within thirty (30) calendar days subsequent to the vacation week in which the holiday falls, or the vacation day shall return to the employee's bank.

## **ARTICLE G16**

### **New Job Titles and Job Classifications**

**G16.01** Whenever the Company determines it appropriate to create a new job title or job classification in the bargaining unit, or restructure or redefine an existing one, it shall notify the Union in writing of such job title or classification and shall furnish a description of the duties and the wage rates or schedules initially determined for such job titles or classifications. Such wage rates or schedules shall be designated as temporary. Following such notice to the Union, the Company may proceed to staff such job title or classification.

**G16.02** The Union shall have the right, within thirty days from receipt of notice from the Company, to initiate negotiations concerning the initial wage rates or schedules established as temporary by the Company. If negotiations are not so initiated, the temporary designation shall be removed from the job title or classification.

**G16.03** If negotiations are initiated, the parties will make a good faith attempt to reach agreement within ninety days following the initiation of negotiations. If agreement is reached between the parties within this ninety day period, the temporary designation shall be removed from the job title or classification.

**G16.04** If the parties are unable to reach agreement within the aforesaid ninety day period, then each party shall deliver to the other, in writing, on the ninetieth day, its final position on the wage rates and schedules. Within three business days of such delivery to the other party, either party may deliver a written modified final position to the other, provided such written modified final position is closer to the final position of the other party. If no such written modification is delivered, then such final positions may be submitted by the Union to a neutral third party as provided for in paragraph G16.06. If not so submitted, the temporary designation shall be removed from the job title or classification and the Company's final position will be the wage rate or schedule.

**G16.05** If, however, one party delivers to the other a written modified final position within three business days, then such other party may deliver a written modified final position within three business days following delivery of the first party's written modification. This process may continue as long as either party delivers a written modified final position within three business days following the delivery to it of a written modified final position by the other party. All modified final positions must be closer to the most recent position of the other party. This process shall end when a party stands on its most recent position for three business days after the delivery of the other party's most recent position. The most recent position of each party may then be submitted by the Union to a neutral third party as provided for in G16.06. If not so submitted, the temporary designation shall be removed from the job title or classification and the Company's final position will be the wage rate or schedule.

**G16.06** The neutral third party referred to above shall be selected by mutual agreement of the parties following receipt by the Company of written notice from the Union of its intention to submit the most recent positions of the parties to a neutral third party. Such notice must be received by the Company within thirty days after the delivery of the most final positions.

**G16.07** Hearings and post-hearing activities shall be conducted in accordance with the provisions of Article G9 and shall commence within thirty days after selection of the neutral third party.



**G16.08** The neutral third party shall issue a determination and supporting opinion in writing within sixty days after the close of the hearing. Such determination shall be limited to selecting the most recent position of one of the parties as the wage rate of the job title or classification in dispute. In determining the wage rate, the neutral third party shall not consider any wage rates previously determined by a neutral third party pursuant to this Article. The decision of the neutral third party will be retroactive to the date on which the Company first staffed such job title or classification; provided however, that the Company shall be liable only for retroactive wage adjustments including overtime computation and that there will be no other kinds of adjustments.

**G16.09** The decision of the neutral third party shall be binding on the parties. The third party shall have no authority to add to, subtract from or modify any provisions of this Agreement. The sole means for attempting to resolve any question arising in connection with the Company's determination referenced in this Article, or any other question arising under this Article, shall be through the grievance procedure of this Agreement (Article 8). No question arising under this Article shall be subject to arbitration, except as specifically provided in this Article.

## **ARTICLE G17**

### **Classification and Treatment of Part Time Employees**

**G17.01** The classification of a part-time employee is based on the employee's "part-time equivalent work week" which shall be determined prospectively by dividing the employee's total normally scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (Illustration: 68 hours per month divided by 4.35 equals 15.6, rounded to a "part-time equivalent work week" classification of 16).

**G17.02** The "part-time equivalent work week" classification of each part-time employee shall be reviewed by the Company no less often than every six months on April 1 and October 1 of each year and adjusted on a prospective basis, if appropriate. In determining whether such adjustment is appropriate, the Company will consider the actual average number of hours worked per month during the preceding six month period and the likelihood that such number of work hours will continue for a reasonably foreseeable period of time except that any hours worked which are paid at the overtime rate shall not be counted in computing the average number of hours worked.

**G17.03** Except as otherwise provided for in paragraph G17.04, a part-time employee shall be paid at the equivalent basic hourly rate for a comparable full-time employee working a normal daily tour in the same job title, classification, and workgroup. Payment to a part-time employee for hours worked in excess of an equivalent normal daily tour or work week for a comparable full-time employee shall be at the applicable overtime rate for a comparable full-time employee based on such part-time employee's basic hourly rate.

**G17.04** All hours worked by a part-time employee in Customer Service Centers, Kiosks, DM/DR (Direct Marketing/Direct Response) Centers and any equivalent retail sales or service centers operation, shall be paid at the equivalent basic hourly rate for a comparable full-time employee (excluding evening and night differential, Saturday differential, Saturday and Sunday premiums, holiday premium, or any other differentials or premiums) working a normal daily tour in the same job title, classification, and workgroup. Payment to such a part-time employee for hours worked in excess of an equivalent normal daily tour or work week for a comparable full-time employee shall be at the applicable overtime rate for a comparable full-time employee based on such part-time employee's basic hourly rate.

**G17.05** Payments to a regular part-time employee for vacations and holidays shall be prorated based on the relationship of the individual part-time employee's "part-time equivalent work week" to the normal work week of a comparable full-time employee in the same job title and workgroup. A part-time employee will not be paid for time not worked on a holiday or for an incidental absence to which such employee is entitled unless such holiday or absence occurs on a day of the week on which the employee is normally scheduled to work.

**G17.06** Employees who are regularly scheduled to work less than 30 hours per week are not eligible to participate in the health and welfare plans listed in Articles G12.08 through G12.16, inclusive.

**G17.07** All part-time employees, regardless of work location or environment, when eligible for Personal Days in any year will be entitled to such time off based upon the ratio of any such part-time employee's equivalent work week to the normal work week of a comparable full-time employee. The amount of such time off to which entitled is best expressed in terms of hours, i.e., a part-time employee with a classification of 15 on a comparable 40-hour tour shall be entitled to 12 Personal Day hours and 3 unpaid hours.

**G17.08** Personal Days for part-time employees normally shall only be granted on a scheduled work day and normally should cover the total hours in the scheduled work day. The personal time, however, should not exceed the number of hours the employee is scheduled to work that day, i.e., if scheduled to work 4 hours the personal time charged and paid for on that day may not exceed 4 hours.

**G17.09** When the Personal Day hours for which an employee is entitled - either totally for the year or that portion remaining after the employee has utilized a number of scheduled work days - are less than the hours in any scheduled day of work they may be taken by having the employee work a partial tour and be excused and paid for the time equivalent to the remaining Personal Day entitlement.

## **ARTICLE G18**

### **Safety and Health**

**G18.01** The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, and the employees will be expected to cooperate with the Company.

**G18.02** Safety is a concern to 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 better understanding and acceptance of the principles of safety on the part of all employees to provide for their own safety and that of their fellow employees, customers and the general public.

**G18.03** To achieve the above principles, the Company and the Union agree to establish for the duration of this Agreement an advisory committee on safety principles at the Company headquarters level. The committee shall consist of not more than three representatives each from the Company and the Union (to be appointed by the Company and the Union respectively). This committee shall meet from time to time as required but at least three times per year.

**G18.04** In connection with any safety activities, the Company agrees to reimburse only for the time spent by active employees for attendance at such committee meetings during the employee's scheduled tour at the employee's regular straight-time rate of pay. .

## **ARTICLE G19**

### **Taxicab Fare**

**G19.01** An employee who becomes ill or meets with an accident during the tour of duty, necessitating transportation from place of work to home by taxicab, shall be reimbursed for the expense incurred by such trip.

## **ARTICLE G20**

### **Permanent Transfers, Layoff and Recall**

**G20.01** The Company shall have the unilateral right to permanently transfer employees from one reporting location to another so long as the distance between the old and new reporting locations is thirty-five (35) miles or less. Where consistent with the needs of the business, these transfers shall be conducted by transferring employees in the job title involved with the least amount of seniority after granting requests from senior employees. At the Company's discretion, employees refusing such transfer shall be terminated. Transfers involving a distance greater than 35 miles shall be included in the scope of actions authorized below.

**G20.02** When the Company finds it necessary to lay off employees, it will give consideration whether to assign contracted work which is bargaining unit work within the job title to the prospectively laid-off employees.

**G20.03** For purposes of layoff seniority shall apply. Prior to laying off regular employees in a job title and work location where the Company notified the Union of a layoff condition, the Company will job complete contractor employees embedded in the workforce and temporary employees, other than those who are working on a specific project with an identified length of six (6) months or less, probationary employees and part-time employees, if any, in the same job title(s) and at same work location(s) and bargaining units where the layoff condition exists.

**G20.04** The Company, in its sole discretion, shall determine whether a surplus of positions exists which may necessitate a layoff. The Company will notify the Union, in writing, of a surplus not less than 21 calendar days prior to date the affected employees are to be laid off. The notification will include the job title(s), work location(s), the seniority date, the ratings date, if applicable, the bargaining unit (Plant, Accounting, Traffic or Sales) and the number of positions identified as surplus.

**G20.05** For the purpose of this Article, for job titles in which employees are assigned to separate/different work locations but are part of a shared or common administrative workgroup, such employees will be considered as part of the same work location for purposes of surplus and layoff.

- G20.06**
- (a) Employees at work location(s) in a job title where a surplus of positions exists will be offered, by seniority, the opportunity to transfer to those work location(s) where there is an open position with an approved requisition in the same job title or a position held by contractor employees embedded in the workforce, temporary, or part-time employee, so long as, in the Company's judgment, the potential transferring employee is capable of performing the work of the person being displaced, up to the number of employees needed in the same job title at each such work location. Employees who permanently transfer under this provision are eligible for reimbursement for moving expenses pursuant to Article P15.
  - (b) Employees in a job title(s) where a surplus of employees exist, will be provided an opportunity to transfer to another job title, by seniority, for which the employee is qualified, where there is an open position with an approved requisition or a position held by contractor employees embedded in the workforce or part-time employee, so long as, in the Company's judgment, the potential transferring employee is capable of performing the work of the person being displaced. Employees who permanently transfer under this provision are eligible for reimbursement for moving expenses pursuant to Article P15.
  - (c) If, after completion of (b), a surplus continues, the Company will identify, at the work location(s) and bargaining unit where a surplus of positions continues to exist, the employees, in inverse order of seniority, who are "at risk" of being laid off.
  - (d) The Company will identify, by inverse order of seniority by bargaining unit, in the job title(s) where a surplus does not exist, the employees with the least seniority in the job title(s) by bargaining unit in a number equal to the total number of "at risk" employees identified in (c) above.

- (e) The Company will offer the “at risk” employees by bargaining unit, by seniority, the opportunity to bump a junior employee in the bargaining unit, as identified in (d) above. Employees who bump under this provision are not eligible for reimbursement for moving expenses pursuant to Article P15.
- (f) The Company will then revise the list of the employees “at risk” of being laid off by job title(s) and bargaining unit. The employees on the revised list will be offered, by seniority, any open position within the same job title in the same bargaining unit with an approved requisition. Employees who permanently transfer under this provision are eligible for reimbursement for moving expenses pursuant to Article P15.
- (g) If a surplus still remains, the Company will offer, by seniority, to employees in the surplus job title within the bargaining unit at the work location(s) where a surplus remains, the opportunity to volunteer for layoff and leave the Company, up to the number of remaining surplus positions within the bargaining unit. Employees who voluntarily take a layoff shall receive the appropriate severance payment as detailed in Section G20.08, below.
- (h) Any remaining “at risk” employees shall be laid off. The determination of the appropriate severance payment for an employee laid off will be made as follows:
  - (i) If a laid off employee was not offered a transfer opportunity during this process set forth in this Article, the employee shall receive the appropriate severance payment as detailed in Section G20.08, below.
  - (ii) If a laid off employee was offered a transfer opportunity during the process set forth in this Article and refused it, the employee shall receive the lesser of the appropriate severance payment as detailed in Section G20.08 below, or \$10,700.00.

**G20.07** When the list of employees to be laid off pursuant to Section G20.06(h) is determined, the list and the process by which it was reached shall be provided to the Union. Within seven (7) calendar days of receipt of this list, the Union may notify the Director of Labor Relations, or his designee in writing, of any disagreement(s) it may have with the selections along with the reasons why. If the disagreements are not resolved to the Union's satisfaction within seven (7) days of the notice of to the Director of Labor Relations, the Union may submit the dispute to expedited arbitration before arbitrator Roberta Golick or Roger Abrams at her/his next available date and pursuant to a process she/he shall determine

**G20.08** Employees who are identified as being eligible for severance pay, pursuant to this Article, shall receive a severance payment, less applicable withholding, equal to one week of pay for each full year of completed service with the Company not to exceed eighteen (18) weeks.

**G20.09** The Company will lay off regular employees in inverse order of seniority in the job title(s) at the work location(s) in the bargaining units as identified by the Company.

## **Recall**

**G20.10** Former employees who were involuntarily laid off shall be eligible for recall for a period of one year.

**G20.11** As a pre-condition of recall for a former employee recalled prior to the number of weeks of severance paid, the former employee shall repay the amount in excess of the actual number of weeks the employee was laid off.

**G20.12** Vacancies in a job title that was subject to a layoff shall be offered to eligible laid off employees in order of seniority held at the time of layoff before posting openings under Article G30, Filling Vacancies. Laid off employees will be given one opportunity to return to the job title held at the time of layoff.

**G20.13** Nothing in this Article shall be construed as prohibiting the Company and the Union from modifying by mutual agreement, the provisions of this Article.

The Company will notify the Local Union Business Manager in writing prior to initiating the recall process. Included with the notice shall be a list of former laid off employees eligible for recall.

## **ARTICLE G21**

### **Call Out and Standby Duty**

**G21.01** All bargaining unit employees may be called out to work on any day of the week or hours in the day, whether the particular day has or has not been assigned as a Call Out Day to the employee. The geographical area to be covered by an employee called out shall be the normally assigned geographic work area, including established and assigned secondary and tertiary geographic areas, as memorialized as of the effective date of this Agreement in the COMET database in Lotus Notes (SST's, OPT's, COEI and any other employee classifications that may be included therein) and the database in Lotus Notes for Central Offices (COT's and any other employee classifications that may be included therein). Other employee groups not included shall follow their normal call out areas, as they may be modified from time to time by the Company. Should the Company decide to make modifications to the established geographic work areas for call outs, including the established and assigned secondary and tertiary geographic areas, it will give advance notice to the union prior to implementing the change.

**G21.02** Employees called out in the following conditions shall receive a minimum of two (2) hours pay at the regular straight-time pay hourly rate for hours call outs between 6:00 A.M. and 10:00 P.M. and four (4) hours pay at the regular straight-time hourly rate for hours called out between 10:01 P.M. and 5:59 A.M., irrespective of the time actually worked:

- (a) If called to work prior to the start of an assigned shift and such work time is not continuous with the assigned shift.
- (b) If called to work after the completion of a shift.
- (c) If called to work on any unassigned day.
- (d) Multiple calls, even concerning other troubles/issues, handled within the same callout period shall be considered part of the initial call out period and will not constitute a second call out.

**G21.03** If an employee is called out to report to some location other than his/her normal reporting location and the employee uses a non-Company vehicle, the employee shall receive expense and travel time treatment as provided for in Article P15, so long as:



- (a) The above allowance is on a per “call out” basis.
- (b) The call out allowance does not apply to employees participating in the Motor Vehicle Usage Program or employees who report to a location utilizing a Company vehicle.
- (c) Employees called out to work shall be paid for the time actually worked; excluding any travel time (unless participating in the Motor Vehicle Usage Program) required to get to the worksite.

**G21.04** The Company has the right, but not the requirement, to assign qualified employees throughout the bargaining units to be on standby duty for out-of-hours work on a rotating weekly basis. On a quarterly basis, the Company will seek qualified volunteers to be placed on the standby list. In the event of multiple employees on the standby list the employee with the least amount of overtime worked will be contacted first. When on standby duty, employees must be available and fit for work at all times from the end of their shift to the beginning of their next shift. Standby employees must be available to be at the worksite within one (1) hour of notification. The Company shall grant additional travel time if the employee’s commute for the assignment is longer than one (1) hour. Employees on Standby may be the first to be called in the workgroup. However, an employee does not have to be on standby to be called out. Management, in its sole discretion, shall determine which employees are qualified within the meaning of this Article. The Company has the right to establish standby zones. Should the Company decide to make modifications to the established standby zones, it will give advance notice to the Union prior to implementing the change.

**G21.05** In addition to any payment for time actually worked, employees on standby duty shall receive a payment of forty dollars (\$40.00) per day for each day so assigned.

**G21.06** Standby employees may choose under Article P17 to use a company motor vehicle after their regularly scheduled tours for their standby assignment. Employees called out to work shall be paid for time actually worked, including any travel time required to get to the worksite and return to their residence, central office or designated parking location for the company vehicle.

## **ARTICLE G22**

### **Training and Retraining Programs**

#### **GENERAL**

**G22.01** The Company will offer, at Company expense, training and retraining programs to its employees for personal or career development and to employees being displaced to qualify for job vacancies as anticipated by the Company. When offering career development training covering advanced technical skills related to rated job titles, rated employees normally will be given priority.

**G22.02** The personal or career development training and the job displacement retraining programs contemplated by this provision will be generic in nature and separate and distinguished from the current job-specific training instruction.

#### **PERSONAL OR CAREER DEVELOPMENT TRAINING**

**G22.03** Personal or Career development training programs will be designed as an educational self-development aid to assist regular employees in their personal development or preparing themselves for career progression opportunities or job changes within the Company.

**G22.04** Training under such program will be generic in nature as opposed to the job specific and will cover:

Technical skills (basic electronics, transmission theory, computer concepts, electronic logic, fiber optics, etc.)

Sales skills (interpersonal relationships, oral communications, effective writing, marketing concepts, sales techniques, etc.)

Clerical skills (typing, VDT operation, data entry, computer literacy and operation, etc.)

Other fundamental skills (basic mathematics, skillful reading, vocabulary development, grammar and usage, etc.)

**G22.05** The Company will provide a sufficient number of Training/Retraining Manuals for use by employees who participate in the program. Manuals will include:

A basic explanation of qualifying tests (how to prepare for, typical contents, sample questions, etc.)

Home study and developmental study program outlines

List of approved courses and facilities offering such courses

Educational counseling availability

**G22.06** Any regular employee with at least one year of seniority will be eligible to participate in such training program under the terms of such program.

**G22.07** Participation by employees in the Personal or Career development training program will be voluntary, and time spent by employees in such training will be outside scheduled working hours and not paid or considered as time worked for any purpose.

**G22.08** Successful completion by an employee of any training or courses offered pursuant to such program will be taken into account by the Company when considering the employee for an upgrade or transfer.

## **TRAINING ADVISORY BOARD**

**G22.09** There will be a Training Advisory Board which will consist of three union representatives and three management representatives (one of whom will be the person in the Company responsible for training) who will meet periodically and have responsibility for:

- (a) Furnishing advice to the Company on areas where additional training may be needed;
- (b) Reviewing and making recommendations regarding training delivery systems (e.g., hands-on technical training, online training courses, on-the-job training, etc.) available to be used by the Company;

- (c) Evaluating the effectiveness of such training programs and courses and the delivery systems utilized;
- (d) Encouraging employees to participate in and successfully complete the available training courses;
- (e) Discussing major technological training initiatives; and
- (f) Evaluating and responding to any complaints regarding the selection of employees for training. This responsibility includes the ability to authorize additional training to remedy a complaint.

**G22.10** The Union and the Company will each be responsible for the respective costs and expenses of their representatives' participation on the Training Advisory Board and will share equally in the joint costs and expenses incurred by the Board.

## **CONCLUSION**

**G22.11** Personal or Career development training programs and Training/Retraining manuals offered under the provisions of this Article may be revised at the sole discretion of the Company.

**G22.12** Nothing in these programs will supersede the applicable promotion or transfer provisions of this Agreement.

## **ARTICLE G22A Employee Development Programs**

### **GENERAL**

**G22A.01** In order to raise the level of employee education, including technical knowledge and customer focus, the Company and the Union will form an Employee Development Board consisting of the Vice President Labor Relations, the Director Human Resources Training & Development, or their designees, and three representatives selected by the Union. The Board will meet periodically and may be convened at the option of any party at mutually agreeable times. All actions taken by the Board shall be by unanimous agreement.

**G22A.02** When designated and assigned by management to special work assignments, NEXT STEP Program graduates shall be transferred either permanently or temporarily, to the job title Telecommunications Assistant and will be placed at the maximum wage rate (48-month step) on Wage Table 1.

**G22A.03** As agreed by the parties and with assistance from educators and/or qualified consultants, the Company and the Union will participate in the development of the content of the courses and the Company will offer courses on team building during working hours. Courses, such as, but not limited to, concepts of customer-focused teams, advanced team training, how to run effective meetings, interpersonal skills, diversity, stress management, customer service, goal setting, conflict resolution and problem solving might be offered.

## **JOB DISPLACEMENT TRAINING**

**G22A.04** The Company will develop and offer, during working hours, courses designed to assist employees to prepare for the current qualification tests or their replacements, if any, which are required in order to qualify for some bargaining unit positions and other such qualifying tests as may be developed in the future. All regular employees in the bargaining units are eligible to attend these courses. Seniority will determine priority of attendance.

**G22A.05** The Company will give all regular full-time employees an opportunity to be tested for an assessment of their employment skills and abilities. These tests shall be strictly voluntary; the results shall be kept confidential. In addition, the Company will pay for courses related to the development of employable skills and abilities which employees take during non-working hours. Such courses may be covered by the Tuition Aid Program, but reimbursement may not be limited to courses covered by that program.

## **CONCLUSION**

**G22A.06** Employees will be allowed to take educational leaves in accordance with the provisions of the Enhanced Education Leave Program.

**G22A.07** Any question arising in connection with this provision on "Employee Development Program" is excluded from the arbitration provisions of the Labor Agreement.

**ARTICLE G23**  
**Exclusion and Cancellation of all**  
**Memoranda of Agreement,**  
**Memoranda of Understanding,**  
**Side Letter Agreements and the Like**

**G23.01** Unless the Company and the Union explicitly agree for its continued operation and effect, all existing memoranda of agreement (including but not limited to the 2008 Memorandum of Agreement), memoranda of understanding (including but not limited to the 2008 and 2010 Memoranda of Understanding), side letter agreements and any other like type agreements, whether identified by the parties during these proceedings or not, are specifically cancelled, will have no effect and will not be relied upon by either party in the future for any purpose.

**ARTICLE G24**  
**Miscellaneous Provisions**

**G24.01 Bus Duct Agreement – 1973**

The interconnections point for A.C. feeder work done by Telephone Company Equipment Installers, as listed below, will be either the Primary A.C. Switchboard, a floor-mounted, free-standing Secondary A.C. Switchboard a junction box in the immediate vicinity of these switchboards.

The following electrical feeder and distribution work shall be assigned to Telephone Company Equipment Installers:

- (a) All D.C. conduit, wire, bus bar, and bus duct to be used for operating telephone equipment.
- (b) All A.C. conduit and wire work beyond the Primary A.C. Switchboard, or Secondary Switchboard to be used for operating telephone equipment except as noted in III. Below.
- (c) All KS bus duct provided by Western Electric, such as rectifier supply and frame and aisle lighting supply.

The following electrical feeder and distribution work shall be assigned to Contract Electricians:

- (a) All A.C. bus duct used for the purpose of providing emergency power.
- (b) A.C. plug in type bus duct 1000 Amps capacity or greater.
- (c) All Primary A.C. Switchboards and the entrance feeders to these switchboards.
- (d) All Floor mounted, free standing Secondary Switchboards and the feeders between these switchboards and the primary switchboard.
- (e) In cases of conduit congestion at the primary or secondary switchboards when it is deemed advisable by the Company, short sections of conduit to a new junction box for the Equipment Installers use may be installed by Contract Electricians.
- (f) All conduit encased in floors and walls as part of the building construction work.
- (g) All A.C. conduit and wire work for operating non-telephone equipment.

With respect to other work performed by the Equipment Installation Department, the Company affirms that the provisions of Article 32, paragraph 32.02 of the collective bargaining agreement apply.

This agreement is an interpretation of the intent and meaning of the Labor Agreement dated September 26, 1971, under the provisions of Article 3 of that Agreement.

#### **G24.02 Bus Duct Agreement – 1998**

The following electrical feeder and distribution work shall be assigned to New England Telephone/IBEW Equipment Installation Technicians:

- (a) All AC or DC power feeders, Uninterrupted Power Supply(s) (UPS) and ancillary equipment that connects solely to central office telecommunications equipment.
- (b) When central office telecommunications equipment compromises any portion of the load of an AC of an AC distribution breaker or AC Uninterrupted Power Supply that

jointly provides power to central office telecommunications equipment, and non-central office telecommunications equipment and/or real estate fixtures, apparatus and equipment; the feeder from the AC UPS or the AC distribution breaker to central office telecommunications equipment and a demarcation box in close proximity to the non-central office telecommunications equipment and/or real estate fixtures, apparatus and equipment.

- (c) When an Automatic Transfer Switch (ATS) is used; the connection from the Over Current Protection Device load side and the feeders and ancillary equipment to the central office telecommunications equipment.
- (d) When DC emergency lighting is provided as part of the central office telecommunications equipment; the connection at the load side of the AC Sensing Over Current Protection Device, and the feeders, fixtures and relay.

The following electrical feeder and distribution work shall be assigned to Contract Electricians:

- (a) When non-central office telecommunications equipment compromises the sole load of an AC breaker or Uninterrupted Power Supply.
- (b) When DC emergency lighting is provided, the feeder from the AC switchboard to the AC Sensing Over Current Protection Device and pull box in the immediate vicinity of the AC switchboard.

The following emergency generator and AC Uninterrupted Power Supply installation work will be assigned to New England Telephone/IBEW Equipment Installation Technicians:

- (a) When central office telecommunications equipment comprises any portion of the load of an emergency generator or AC Uninterrupted Power Supply that jointly provides power to central office telecommunications equipment, and non-central office telecommunications equipment and/or real estate fixtures, apparatus and equipment.



- (b) When central office telecommunications equipment comprises any portion of the load and an Automatic Transfer Switch is used; the connection at the emergency generator side of the switch, the feeders, the emergency generator and its ancillary equipment.
- (c) When a “roll-up” emergency generator connection is provided for central office telecommunications equipment, whether the primary or secondary connection for an embedded generator; the feeders and ancillary equipment from the switchboard or ATS to the interior pull box.

The following emergency generator and AC Uninterrupted Power Supply installation work will be assigned to Contract Electricians:

- (a) When non-central office telecommunications equipment comprises the sole load of an emergency generator or AC Uninterrupted Power Supply.
- (b) The Automatic Transfer Switch line side feeders, connection and associated Over Current Protection Device. The device will be located in the immediate vicinity of the ATS.

### **G24.03 Application of Article G30**

With respect to the application of the provisions of Article G30 of our Labor Agreement:

- (a) The expense and travel time treatment provisions of Article P15 of the Labor Agreement will be applied to employees who are transferred to the Splice-Service Technician or Outside Plant Technician job title to attend pole climbing training in order to qualify to fill vacancies in these job titles.
- (b) The expense and travel time treatment provisions of the appropriate Article P15, P16, T12, A10, or S10 of the Labor Agreement will be applied to employees transferred or assigned by management to take a qualification test required for selection to fill an existing or future Article G30 vacancy.
- (c) At a reporting location with two or more separately administered

workgroups within the same job title, the Company will canvass the regular employees in those groups for voluntary assignment to jobs held by temporary employees in those groups, prior to reclassifying the temporary employees to regular full time pursuant to the agreement of the parties, outside of the provisions of Article G30.09.

- (d) Employees on acting management assignments, temporarily outside of the bargaining unit, will not be eligible to apply for transfer to fill vacancies under the provisions of Article G30, while they are on such acting assignments.

#### **G24.04 Scheduling Reserved Days in Traffic**

Eligible employees may utilize two Personal Days or Vacation Days on a medium notice basis and must request such days prior to the schedule being posted. Medium notice is defined as a request made not earlier than three weeks prior to the date desired, but prior to the posting of the schedule. Requests can be made for whole or half-day increments and will be honored on the basis of the earliest request received.

Each OSC with less than 90 employees will make available on Medium notice EWD for each day, Monday through Friday, excluding holiday weeks. Each OSC with 90 or more employees will make available two Medium notice EWDs for each day, Monday through Friday, excluding holiday weeks. Additional employees may be granted such time off subject to the needs of the business and the force requirements of each operator office.

#### **G24.05 Temporary Promotion/Restriction from Disciplining**

When the company temporarily promotes an employee from the Sales bargaining unit to a management assignment, the employee will not discipline or appraise employees in the bargaining unit, if the temporary promotion is for less than a work week.

#### **G24.06 Call Sharing**

A large team approach to call sharing will be implemented..

The Company, in its discretion, may assign designated Service Representatives from one call team to handle calls from another call team. These calls may be

transferred between and among Maine, Vermont, and New Hampshire, as the Company deems appropriate, provided that no such transfer will directly result in the layoff, downgrade or part-timing of any Service Representative.

### **G24.07 Sales and Service Incentive Programs for Service Representatives and Clerical Associates**

The Company and the Union have agreed that the Company may implement Sales & Service Incentive Programs for the Service Representatives and Clerical associates covered by the Sales Labor Agreements and the programs will not need to be negotiated with the Union. The parties understand that the various incentive programs may include the awarding of trips that grant paid workdays as part of the sales & service incentives. The Company agrees to provide the Union with an advance copy of the program 30 days prior to implementation.

### **G24.08 Special Differentials for Special Assistants**

Special Assistants who, in addition to their normal duties, are designated and assigned by Management to perform various administrative functions will receive a daily differential of eight and one-half percent of the maximum progression rate of the wage table involved for each day so assigned.

These administrative functions may include but are not limited to:

- Handling of takeovers from negotiators, callbacks and handling service order escalations.

- Answering on line questions and assigning service orders.

- Training, instructing and assisting other employees and providing peer coaching.

Guidelines for Special Differential (SD) applicable to this title are as follows:

- Employees may elect to volunteer for each of the specific SD functions.

- Management will select employees based on work experience and job knowledge.

- Employees that Management excludes for just cause may exercise their rights under Article G8.

Depending on the sizes of the location and/or based upon the needs of the business, the rotation may be weekly or monthly, generally not to exceed three (3) months. Management will determine the established SD tours and employees will be rotated based upon seniority.

Employees who are assigned to the SD function will not have access to confidential personnel records or participate in the discipline of other employees.

## **G24.09 Special Differentials for Service Representatives**

This will confirm the parties' agreement for the life of the Labor Agreement with respect to Special Differentials (SD) for Service Representatives.

Service Representatives who, in addition to their normal duties, are designated and assigned by Management to perform various administrative functions will receive a daily differential of 10% of the maximum progression rate of the wage table involved for each day so assigned.

These administrative functions may include, but are not limited to:

Handling of takeovers, callbacks, and appeals from customers, the handling of appeals from the Company Executive Office and the State Commissions.

Answering on line questions, approving credit extensions.

Reviewing call distribution, opening and closing stations, updating and changing work schedules as required.

Training, instructing and assisting other employees and providing peer coaching.

Performing work beyond the Upscope guidelines.

Guidelines for the Special Differential (SD) applicable to this title are as follows:

Employees may elect to volunteer for each of the specific SD functions. Management will select employees based on work experience and job knowledge.

Employees that Management excludes for just cause may exercise their rights under Article G8.

Depending on the sizes of the location and/or based upon the needs of the business, the rotation may be weekly or monthly, generally not to exceed three months. Management will determine the established SD tours and employees will be rotated based upon seniority.

Employees who are assigned to the SD function will not have access to confidential personnel records or participate in the discipline of other employees.

#### **G24.10 Gradual Return to Work for Care of Newborn or Disability Absence as a Result of Birth or Adoption**

An employee on a Care of Newborn Child (“CNC”) Leave or a Disability Absence Leave as a result of the birth or adoption of a child, shall be permitted to return to work on a reduced schedule known as a Gradual Return to work (“GRW”). The combination of a CNC Leave and/or Disability Absence Leave, and GRW shall not exceed the 12 month period currently in effect for CNC Leave.

GRW shall be implemented as follows:

- (a) An employee on GRW shall have the same status (full or part-time) as she or he had before being on leave.
- (b) An employee on GRW shall be paid for time worked, and incidental absence and jury duty will be paid only for actual time excused from their scheduled work.
- (c) The hours assigned to an employee on GRW shall fall within the range of hours that the employee would have been assigned if working a full schedule.
- (d) The assignment of tours for employees on GRW shall not violate the seniority rights of a more senior employee.
- (e) An employee on GRW shall work a minimum of half a full-time work week, as defined in the employee’s collective bargaining agreement

- (f) The scheduling of hours for employees on GRW shall be bargained at the local bargaining tables.

### **G24.11 PC Imaging**

Computers are imaged by the vendor for job-description specific applications for each department.

### **G24.12 Guidelines for Recovering Overpayments**

(1) Send list of employees, amount and reason to:

- (a) Labor Relations who will distribute to supervisors in Operations, Directors for information and other Directors outside Operations.

(b) Union Business Managers.

(2) Supervisors confirm to payroll that employees have been overpaid. Supervisor also contacts the employee to notify them there is an overpayment; address any questions.

(3) Payroll sends out revised/corrected list of employees to Labor Relations (as before) and to Union Business Managers.

(4) Payroll contacts the employee, reasons for recovery and explains the process. Address and clarify any issues.

(5) Payroll sends the employee a letter of notification, any documentation and the form to fill out and sign.

- (a) If there are any issues, Payroll, HR and the union will become involved and resolve the issue.

(b) Once all issues are resolved, the employee returns the signed forms within 15 days after the notification was mailed.

(c) Payroll follows up with employee, HR and the union if signed form is not received.

(6) Begin 6% reduction from paycheck.

(7) Recovery deductions included in the report to the union with other cases.

### **G24.13 Closing of Etna Road Garage**

(1) The Company will eliminate the 92 Etna Rd. location as a reporting headquarters at the time of the lease expiration on June 30, 2011. The Company will establish a reporting headquarters/bid location at 20 Bank St. Lebanon, NH for the Construction Department and reporting headquarters/bid locations at 195 Broad St., Claremont for I/M.

(2) The Company will canvass all SST's currently at the Etna Rd. garage to facilitate staffing of the Construction and I/M work groups.

(3) The Company will utilize Remote Garaging to effectively utilize available space and resources for deploying Construction and I/M Associates.

(4) Due to motor vehicle needs of the Line Constructions group, all Outside Plant Technicians shall be required to Remote Garage at the Company facility located at 108 Kline Drive in White River Junction, VT.

(5) All job titles associated with this transfer are affiliated with NH work jurisdiction.

(6) These transfers, where it has been decided that the employee is to travel to the new reporting headquarters, will be subject to receive a travel allowance under the terms of P15.05.

(7) This agreement is made without precedent or prejudice and is not to be referred to by the Company or the Union in any future proceeding, grievance or arbitration except for the purpose of enforcing or interpreting the terms of this Agreement. This agreement will remain in effect for the term of the Collective Bargaining Agreement, unless mutually agreed to be modified by the Parties.

### **G24.14 Disability Pay and Arbitration of Medical Determinations**

Recognizing the desirability of improving certain procedures for dealing with non-compensable and compensable disability cases, the parties agree as follows:

(1) If the Company finds or an employee claims an inability to perform all of the duties associated with the employee's job assignment because of a disability for which the employee is not receiving Workers' Compensation benefits, the Company, subject to the provisions of paragraphs 3 - 7, may have the employee perform the essential functions of the employee's job assignment with reasonable accommodation if necessary or may transfer the employee to another job assignment with a rate of pay equal to or lower than the rate of pay of the employee's pre-disability job assignment.

(2) If the Company finds or an employee claims an inability to perform all of the duties associated with the employee's job assignment because of a disability for which the employee is receiving Workers' Compensation benefits, the Company, subject to the provisions of paragraphs 3 - 7, may have the employee perform the essential functions of the employee's job assignment with reasonable accommodation if necessary or may transfer the employee to another job assignment with a rate of pay equal to or lower than the rate of pay of the employee's pre-disability job assignment. If on the date that the employee commences work in the new job assignment the employee is receiving Workers' Compensation benefits for partial disability, the Company shall pay such amounts to the employee so that the employee's total compensation from wages and Workers' Compensation benefits shall equal the employee's pre-disability pay rate.

(3) Prior to implementing paragraph 1 or paragraph 2 for an employee, or prior to the expiration of an employee's disability benefits, whatever resource or service the Company in its discretion, chooses to use after consultation with or review of available medical data from, the employee's treating physician shall determine whether the employee is capable of performing the essential functions of the pre-disability job with reasonable accommodation if necessary or new job assignment, if any.

(4) If the employee's treating physician has a medical opinion different than whatever resource or service the Company in its discretion, chooses to use, the Union may present a grievance challenging the determination made by whatever resource or service the Company in its discretion, chooses to use. Since it is the intent of the parties to expedite the resolution of such grievances, it first must be presented at Step 2 of the grievance procedure and, if appealed, it must be appealed to Step 3 of the grievance procedure within 30 calendar days of the notification to the employee of whatever resource or service the Company in its discretion, chooses to use determination.

(5) Thereafter, the Union may appeal to arbitration if the Company receives



notice of such appeal within 30 days after conclusion of Step 3 of the grievance procedure.

(6) A neutral third party shall be selected by mutual agreement of the parties, and hearing shall commence within 30 days of the Company's receipt of the appeal to arbitration. Hearings and post-hearing activities shall be conducted in accordance with the provisions of Article G9 ("Arbitration").

(7) The arbitrator shall issue a written decision, which shall be final, within 30 days after the close of hearings. The only issue which can be heard and decided by the arbitrator is whether or not whatever resource or service the Company in its discretion, chooses to use determination should be accepted. If the arbitrator accepts whatever resource or service the Company in its discretion, chooses to use determination, any personnel action based on whatever resource or service the Company in its discretion, chooses to use determination shall be final and binding. If the arbitrator does not accept whatever resource or service the Company in its discretion, chooses to use determination, and if the employee's job status was changed based on whatever resource or service the Company in its discretion, chooses to use determination, the employee shall be reinstated within seven days of the decision into the job status the employee held prior to whatever resource or service the Company in its discretion, chooses to use determination, and the arbitrator may award other appropriate relief in accordance with Article G9.03(a).

(8) The transfer of an employee under this memorandum is not subject to any provisions throughout the Labor Agreement that relate to filling vacancies.

(9) Any question arising in connection with this memorandum is excluded from the arbitration provisions of the Labor Agreement, except as set forth in paragraphs 4 - 7.

### **G24.15 Team Based Incentive Plan**

The Company may implement team-based incentive pay linked to service, productivity and/or other business related standards set by lines of business or business units up to 10% of annual basic wage rates. These non-benefit-bearing payments may be paid monthly, quarterly, semi-annually or annually. Teams may be at 2nd level manager tier or larger groups. The Company will meet with the Union to solicit input and review the details of any team-based incentive pay plan prior to its implementation. Neither this provision nor any team-based incentive pay plan will be subject to the grievance and arbitration procedures.

### **G24.16 Joint Commitment**

Recognizing the desirability of establishing shared principles by which the parties will work, the Company and the Union agree to the following mutual objectives and values:

Jointly committed to the following objectives:

Customer satisfaction

Economic success of FairPoint Communications. Growth and strengthening of the Union

Involvement of the Union as key players in the business Continuity of employment

Empowerment of employees

Resolution of conflict

Development of joint policy positions where possible

Jointly committed to the following values:

Core values of quality, ethics, and caring

Recognize that employees (members) are a valued resource

Respect for the Union, its independence and its value

Recognize rights of employees (members) to be involved in decisions that affect their jobs

Develop an atmosphere of trust and openness

Rid ourselves of arbitrary, confrontational, and authoritarian attitudes. Encourage individual creativity and participation

Encourage and provide opportunities for advancement

Nothing herein shall be deemed to amend, modify or interpret any right or obligation of the parties under this Collective Bargaining Agreement. Any question arising under this Joint Commitment is specifically excluded from the grievance and arbitration procedure of the Collective Bargaining Agreement.

A three-person committee (the "Commitment Committee") consisting of one representative from the IBEW, one from CWA and the Chairman of the General Bargaining Committee from Consolidated Communications, Inc., or their designees, shall be formed to determine the best means of informing

all employees of these mutual objectives, principles and values and to foster development of them among the Company's employees and the Union's representatives. This Commitment Committee shall attempt to resolve any dispute arising under this Joint Commitment..

### **G24.17 Organization Meetings**

IBEW Business Manager for Locals 2320, 2326, or 2327 may request information regarding non-represented, non-supervisory employees in an identified workgroup or groups. After identification of such a group or groups, on request, the Company will furnish the Union a list of employees in the specified group and include the employees' work location and job title. Upon additional request, the Company will arrange for a joint meeting with such group or groups of non-represented employees, and up to three local Union representatives, and three Company representatives. The purpose of the meeting will be to discuss topics related to the potential union organization of attending employees. The Company will provide for a venue and will pay employees for the time spent attending the meeting. The meeting will be voluntary on the employees' part, and the length of the meeting will not exceed 90 minutes. The meeting will include a period for questions and answers, and otherwise will be divided equally between Union and Company representatives.

Parties may present conflicting viewpoints, however, the meetings will be conducted respectfully. Other details, such as logistics, schedule, and meeting size will be worked out jointly between Union and Company representatives.

Meetings will be limited to once per year for any particular group of employees. The Company and the Union agree that they will respect each parties' organizational rights and all protections provided by the National Labor Relations Act.

### **G24.18 CCI Employment Rules and Policies**

The Company has the right to establish and enforce reasonable Company rules and policies and shall have the right to change, alter and add to such rules or policies, except that no such rules or policies may conflict with any provision of this Collective Bargaining Agreement.

The Company agrees to notify the Union prior to the implementation of such rules or policies and to give the Union a meaningful opportunity to bargain over any rules or policies that affect an employee's terms and conditions of

employment.

If after providing such opportunity, an agreement is not reached, the Company may implement the rule and/or policy, and the Union has the right to file a grievance and to challenge in arbitration whether that a rule and/or policy is unreasonable, whether a rule and/or policy conflicts with any provision of the Collective Bargaining Agreement.

## **ARTICLE G25**

### **Temporary Transfers**

#### **GENERAL**

**G25.01** Procedures for the temporary transfer of employees shall be as outlined in this Article.

**G25.02** For the purpose of this Article a reporting headquarters is the specific bid or assigned location to which an employee normally reports to work.

**G25.03** For the purpose of this Article a transfer occurs when:

- (a) An employee's reporting headquarters, as defined in paragraph G25.02 is changed; or
- (b) An employee's job title is changed at the same or a different reporting headquarters.

**G25.04** Employees will normally be assigned to their job title at their reporting headquarters. However, because of the requirements of the service or for other reasons it may be necessary to transfer employees temporarily.

#### **TEMPORARY TRANSFERS**

**G25.05** Transfers are considered temporary regardless of the period involved when the employee transferred is to be returned to his or her original assignment or reporting headquarters at the end of the transfer period.

**G25.06** When conducting temporary transfers subject to G25.03 (a) and

(b), the Company will provide the terms associated with the temporary transfer in writing, including dates of transfer and expense treatment.

**G25.07** Qualified employees may be temporarily transferred outside of their job title a day at a time.

**G25.08** Available senior qualified employees may be temporarily transferred outside of their job title or within the same job title when their reporting headquarters is changed, subject to G25.03, provided that, where an unassigned day in the work group to which the employee is transferred is involved, the unassigned employee shall first be canvassed for the assignment.

**G25.09** Temporary transfers shall not be made for periods exceeding one month except under unusual conditions at which time the appropriate Business Manager will be notified. The available senior qualified employee shall have preference. If no volunteers, the junior qualified employee shall be assigned. When determining the available senior qualified employee a reasonable effort will be made to canvass all employees in the work group involved at the location or locations to be canvassed. This paragraph is not applicable to the E.I. Department.

**G25.10** An employee who is to be temporarily transferred to a distant point will, whenever practicable, be notified by at least the Wednesday prior to the week in which the transfer is effective.

**G25.11** A temporary transfer will be conducted by transferring employees with the least amount of seniority after granting requests from senior employees. Temporary transfers may occur across Local Union jurisdictions.

## **ARTICLE G26**

### **Technology Change Committee**

**G26.01** The parties will establish a Technology Change Committee consisting of not more than three representatives of the Company and not more than three representatives of the Union. Such committee may be convened at the option of either party at mutually agreeable times.

**G26.02** The purpose of the Committee is to provide for discussion of major technological changes (including changes in equipment, organization or methods of operation) which may affect employees represented by the Union.

The Company will notify the Union at least three (3) months in advance of planned major technological changes which may result in the layoff or part-timing of affected employees represented by the Union. The Company will notify the Union at least thirty (30) days in advance of any other major technological change, which does not result in the layoff or part-timing of affected employees represented by the Union. Meetings of the Committee will be held as soon thereafter as can be mutually arranged. At such meetings, the Company will advise the Union of its plans with respect to the introduction of such changes and will familiarize the Union with the progress being made. Although the Company is required to notify the Union at least three (3) months or thirty (30) calendar days in advance of the introduction of any planned major technological change, it will make a good faith effort to advise the Union as soon as it decides to introduce such changes in order to give the Union the opportunity to discuss the impact of these changes upon the various bargaining units and the Company's customers.

**G26.03** The impact and effect of such changes on the employees shall be appropriate matters for discussion. The Company will discuss with the Union:

- (a) What steps might be taken to offer employment to employees affected:
  - (1) In the same locality or other localities in jobs which may be available in occupations covered by the collective bargaining agreement between the parties; and
  - (2) In other occupations in the Company not covered by the collective bargaining agreement.
- (b) The applicability of various Company programs and contract provisions relating to force adjustment plans and procedures, retirement, transfer procedures and the like.
- (c) The feasibility of job displacement training programs, as provided for in Article G22 ("Training and Retraining Programs").

**G26.04** The Committee shall not formulate policy or arrive at binding decisions or agreements, but rather shall be charged with the responsibility to develop facts and recommendations so that the Company can make well-informed decisions regarding the matters covered by this provision.

## ARTICLE G27

### Seniority

**G27.01** For purposes of this Agreement, seniority shall be defined as follows:

- (a) For bargaining unit employees hired prior to the Freeze Date of the FairPoint Communications Northern New England Pension Plan for Represented Employees (the "Pension Plan") as defined under Section G12.01, seniority of rating in the job title involved and net credited service as computed under the Pension Plan applicable to eligible employees covered by this Agreement, together with all procedures authorized in connection therewith, excluding only the period October 17, 2014 through and including February 22, 2015. Seniority of rating, where ratings apply, shall take precedence over net credited service, except in the case of layoffs, force rearrangements associated with layoffs, and vacation selection, when the standard of seniority is net credited service.
- (b) For bargaining unit employees hired on and after the Freeze Date as defined under Section G12.01, seniority of rating in the job title involved and continuous service with the Company as of the employee's date of hire, excluding only those leave periods for which, according to the collective bargaining agreement or other existing practices, accrual of seniority is either excluded or modified. Seniority of rating, where ratings apply, shall take precedence over uninterrupted service with the Company, except in the case of layoffs, force rearrangements associated with layoffs, and vacation selection, when the standard of seniority is uninterrupted service with the Company.

**G27.02** An employee's seniority of rating date will be adjusted for that time spent permanently (not on leave of absence) outside of the bargaining unit, but only up to the first five years.

# ARTICLE G28

## Wage Administration

### GENERAL

**G28.01** Effective with the first full payroll period following August 20, 2021, the wage tables shall be increased by one and a half (1.5) percent.

**G28.02** Effective with the first full payroll period following August 20, 2022, the wage tables shall be increased by one and three quarters (1.75) percent.

**G28.03** Effective with the first full payroll period following August 20, 2023, the wage tables shall be increased by one and three quarters (1.75) percent.

**G28.04** Effective with the first full payroll period following August 20, 2024, the wage tables shall be increased by two (2.0) percent.

**G28.05** The basic weekly wage rates by wage tables, zones and differential payments for the various job titles are set forth in Exhibit G2.

**G28.06** Wage rate length of service shall comprise the accumulated total of all regular and temporary employment in other departments of the FairPoint or a FairPoint affiliated Company. Regular part time and temporary employees shall accumulate wage rate length of service in the same manner as a regular full time employee.

**G28.07** This Agreement shall not be construed to prevent the Company from:

- (a) engaging employees at rates above the minimum basic weekly wage rates commensurate with their previous training, employment, education, above normal attributes and experience in job titles and at locations determined by the Company;

When the provisions of paragraph (a) are implemented:

- (1) Employees in such job titles and who are at such work locations or in the same administrative work group as the newly engaged employee, who are considered by management



to be fully qualified to perform the essential functions of their job assignments, or

- (2) Employees in such job titles and who are at such work locations or in the same administrative work group as the newly engaged employee, who have been fully integrated into the local overtime list and are qualified for overtime assignments without direct assistance or supervision;

who are at basic weekly wage rates below the start rate will have their wage rate advanced to the newly engaged employee's rate.

- (b) engaging employees at start rates above the minimum basic weekly wage rates commensurate with employment market conditions in job titles and at locations determined by the Company. When the provisions of this paragraph (b) are implemented, employees in such job titles and who are at such work locations or in the same administrative work group as the newly engaged employee, who are at basic weekly wage rates below the start rate will have their wage rate advanced to the newly engaged employee's rate.

The wage rate on date of employment or on date of advancement to the new start rate, shall not exceed the four year rate of the wage schedule to which assigned. Thereafter, the employee shall be eligible under the provisions of this Article to receive wage increases, with such eligibility commencing six months following employment. The appropriate Business Manager will be notified when the provisions of paragraphs (a) and (b) are implemented by the Company.

## **WAGE PROGRESS**

**G28.08** Employees will receive wage increases to the progression basic wage rates specified in their appropriate schedules in accordance with the time intervals and amounts provided in said schedules, except that the time intervals for the subsequent increases in the schedules for employees hired after August 3, 2014 shall be twelve (12) months instead of six (6) months and shall be made effective on the Sunday of the week in which the increase falls due, except that such wage increases may be deferred or withheld if in the

judgment of the immediate supervisor an employee does not merit the increase. At least 30 calendar days prior to the scheduled increase the employee's performance shall be reviewed with the employee by the immediate supervisor. If documented records of prior discipline indicate that an employee's overall performance does not meet requirements, the employee's increase may be deferred or withheld. Should the increase be deferred or withheld the employee and the Business Manager of the Local Union involved will be notified in writing at the time of review of the circumstances involved in the denial thereof. The employee has the right to appeal such denial through the grievance procedure.

**G28.09** An increase which is scheduled to become effective after the first full day of an employee's absence from assigned duty because of accident or illness shall be postponed to become effective on the first day the employee returns to work. Subsequent increases to which an employee may be entitled shall not be affected by such postponement.

**G28.10** When employees who have acquired ratings are assigned to the job title in which they hold the rating and have reached the progression basic wage rate in accordance with paragraph G28.07 above, they will receive wage increase to the maximum basic wage rates for the ratings specified in their appropriate wage schedules in accordance with the time intervals and amounts provided in said wage schedules.

**G28.11** An employee who is assigned to a rated job title and acquires a rating in that job title, and has service in rated job titles at least equal to the minimum cumulative scheduled time interval required for that rating shall be advanced immediately to the wage step of that rating consistent with the employee's length of service in rated job titles. Thereafter, the employee shall advance to the maximum basic wage rate for that rating in accordance with the wage schedule time intervals.

Note: Credit shall be given for any excess period over the required schedule time interval toward the next scheduled wage step.

**G28.12** If an employee is receiving benefit payments and is off the active payroll, no increase or decrease of wages is permitted and there are no retroactive wage payments when the employee returns.

Credit for wage progression shall be allowed as follows:

- (a) In the case of sickness or service-connected disability, a maximum of one year credit unless specified progression basic wage rate or the maximum basic wage rate for the present rating is reached in a shorter period.

**G28.13** All employees will be required to submit a form to the Company authorizing payment by electronic deposit. Employees that have not previously submitted the electronic deposit authorization form will be required to do so by December 1, 2021.

## **ARTICLE G29**

### **Wage Treatment Following Transfer or Reemployment**

**G29.01** Employees transferred, either permanently or temporarily, within the Company will be paid in the new job as follows:

- (1) at the new wage step equivalent to their present wage step, if the new wage is the same or higher than the present wage, not to exceed the maximum progression wage step for the new job;
- (2) if the new wage step would pay less than their present wage step, employees shall be paid at the next wage step which is equal to or higher than their present wage, not to exceed the maximum progression wage step; except for transfers within their job title to a lower wage zone, in which case employees will be paid in accordance with the wage schedule of the higher zone for the duration of the transfer not to exceed one year, and thereafter paid in accordance with the wage schedule of the lower zone;
- (3) if there is no equivalent wage step on the new wage table, the employees will be paid at the next higher wage step of the new job which is at least equal to their present wage, not to exceed the maximum progression wage step for the new job;
- (4) if the employee's wage following transfer, or return to present wage table is not at the maximum progression wage step, the date for the employee's next scheduled step increase shall be measured from the date of the employee's prior scheduled step increase;

- (5) employees transferred to an administrative workgroup, made up of employees from more than one wage zone, will be paid in accordance with the wage schedule of the higher zone, and
- (6) the above provisions do not apply to employees transferred under Article G20.

**G29.02** When employees return to their prior job from a temporary transfer, their wage shall be recalculated and they shall be paid as though they never left the prior job, with wage progression credit given for time spent away from it.

**G29.03** When transfer is between rated job titles, rated employees will be permitted to retain present rated wage rate for a period of 18 months from date of transfer or 24 months when transfer is due to rearrangement. However, if employee fails to acquire the necessary rating in the assigned job title within the period specified above, the employee's rate of pay will be reduced to the maximum progression wage rate. This provision does not apply to transfers between the Central Office Technician and Equipment Installation job titles. Employees may be transferred between these titles without acquiring an additional rating and without a change in the wage rate unless the transfer is to a reporting headquarters with higher or lower wage zone.

**G29.04** Employees transferred to a job title in which they hold the rating shall receive the wage rate for that rating.

**G29.05** A temporary transfer of one day or more to a different job title shall be made without change in employee's rate of pay; however:

- (a) If transfer is to a rated job title and the employee holds the rating for that rated job title, the employee's rate of pay shall be adjusted to the wage rate for that rating.
- (b) If transfer is to a wage table with a higher maximum wage rate, wage treatment will be in accordance with paragraph G29.01.

When such transfer involves a different reporting headquarters with a higher wage zone, the wage rate shall be adjusted as of the date of the transfer to conform to the wage zone of the new reporting headquarters.

When such transfer involves a different reporting headquarters with a lower wage zone, no change in wage zone shall be made.

**G29.06** When a transfer of one day or more is to a reporting headquarters outside of Maine, New Hampshire or Vermont to a reporting headquarters where there is a higher wage rate at the same wage step for the comparable job, the wage rate will be raised, as of the date of transfer, by applying the next higher Company wage zone, if any, to the same wage step; provided that the new wage not exceed the maximum wage rate in wage zone one for nonrated employees, or the maximum wage rate in wage zone one for rated employees.

## **WAGE RATE AND WAGE PROGRESS AFTER REEMPLOYMENT**

### **Within 24 Months**

- G29.07** (a) If reemployed within 24 months to a job title in which the employee holds the rating, the employee shall receive the wage rate in effect at the time of reemployment for the rating held.
- (b) If reemployed within 24 months to a job title in which the employee does not hold the rating, or to a job in which ratings do not apply, the wage rate on reemployment shall be the wage rate in effect at the time of reemployment for the employee's prior wage step; adjusted, if necessary, to conform to any changes in wage table lengths. Thereafter, the employee shall be eligible under the provisions of Article G28 ("Wage Administration") to receive wage increases, with such eligibility commencing six months following reemployment.

### **After 24 Months but Within 36 Months**

- G29.08** (a) If reemployed after 24 months but within 36 months to a job title in which the employee holds the rating, the employee shall receive the 42-month step wage rate. Thereafter, the employee shall be eligible under the provisions of Article G28 to receive wage increases, with such eligibility commencing six months following reemployment.
- (b) If reemployed after 24 months but within 36 months to a rated job title in which the employee does not hold the rating, or to a job title in which ratings do not apply, the wage rate on reemployment shall be the wage rate in effect at the time of reemployment for the employee's prior wage step; adjusted,

if necessary, to conform to any changes in wage table lengths, but not to exceed the 24 month step for job titles in which ratings do not apply or the 36 month step for rated job titles. Thereafter, the employee shall be eligible under the provisions of Article G28 to receive wage increases, with such eligibility commencing six months following reemployment.

## **After 36 Months**

**G29.09** If reemployed after 36 months, the wage rate on reemployment shall be the wage rate in effect at the time of reemployment for the employee's prior wage step; adjusted, if necessary, to conform to any changes in wage table lengths, but not to exceed the 12 month step for job titles in which ratings do not apply or 24 month step for rated job titles. Thereafter, the employee shall be eligible under the provisions of Article G28 to receive wage increases, with such eligibility commencing six months following reemployment.

## **WAGE RATE AND WAGE PROGRESS FOLLOWING TRANSFER FROM OTHER FAIRPOINT COMPANIES**

**G29.10** Employees on the active payroll of other FairPoint Companies who are transferred to a Company subject to the terms and conditions of this Agreement at their request shall be paid at a wage rate equal to their present wage rate if there is an equivalent wage rate on the new table. If there is no equivalent wage rate on the new table, the employee will receive the next higher wage rate. Thereafter, employees shall be eligible under the provisions of Article G28 to receive wage increases, with such eligibility commencing six months following transfer.

**G29.11** If the above transfer is to a rated job title, and the employee receives the 48-month step wage rate, the employee must acquire the rating for that job title within 12 months of the date of transfer in order to retain that wage rate. Date of rating will be as provided for in Article P20 ("Examination Procedures"). However, if employee fails to acquire the necessary rating in the assigned job title within 12 months, the employee's rate of pay will be reduced to the maximum progression wage rate.

## **ARTICLE G30**

### **Filling Vacancies**

**G30.01** Management determines when a vacancy exists. Vacancies shall be filled in accordance with the provisions of this Article.

#### **NOTICE OF VACANCY**

**G30.02** Subject to the provisions of paragraphs G30.09 and P21.06, vacancies in rated job titles, vacancies following the use of intra-bargaining unit departmental transfer plans or bidding plans in Traffic, Accounting, and Sales, and vacancies in nonrated job titles in Plant shall be advertised for seven calendar days via electronic systems, toll free telephone tape message and by other means agreeable to the parties. The advertisement shall indicate number of vacancies, department, reporting location, job title, qualifications, initial tour assignment, closing dates and application instructions. Bidding areas will be the geographic boundaries of each of the Local Unions collectively comprising the bargaining agent, as such boundaries exist on the effective date of this Agreement.

#### **TRANSFER APPLICATION AND NOTICE OF AWARD**

**G30.03** Applications shall be made via electronic systems or toll-free telephone number, or by other means agreeable to the parties, and must be submitted by the closing date of the advertised vacancy. Notice of award shall be furnished to the successful applicant and the appropriate Business Manager and shall be advertised via electronic systems and toll-free telephone tape message. Successful applicants will have their length of time (residency) on the awarded job start as of the closing date of the advertised vacancy. It is expected that the successful applicant will be transferred, or assigned, to fill the vacancy no later than the start of the fourth weekly payroll period from the date of notice of award.

#### **ELIGIBILITY**

**G30.04** Employees shall be eligible to fill vacancies or to apply for transfer to fill vacancies after 24 months on present assignment. Such vacancies include vacancies at an employee's reporting location where two or more separately administered workgroups exist within the same job title. However, employees

with less than 24 months on present assignment may submit bids for jobs in the same job title. Such requests will be considered when there are no eligible bids received, subject to the mutual consent of Local Management and the Local Business Manager involved.

Note: Regular full time employees who were reclassified from temporary full time positions in their job title at their existing reporting location and temporary full time employees who are reassigned in their job title at their existing reporting location, will be considered as having been on their present assignment from the date they reported to the temporary position held prior to their reclassification or reassignment.

## **SELECTION**

### **Rated Job Titles**

**G30.05** In cases of conversion, the employees of the offices to be converted will be given first consideration of assignments to the new office.

**G30.06** Consistent with the requirements of the service, applicants for transfer to fill vacancies shall be given consideration in the following order subject to Notes (a), (b), (c) and (d):

- (1) From regular full-time employees within the bidding area in which the vacancy occurs who are permanently assigned in the job title in which the vacancy occurs.
- (2) From regular full-time employees outside the bidding area in which the vacancy occurs but within the Company, who are permanently assigned in the job title in which the vacancy occurs.
- (3) From regular full-time employees within the Company who are permanently assigned to other rated job titles.
- (4) From regular full-time employees permanently assigned to other job titles within the bargaining unit who meet the requirements for the vacancy.
- (5) From regular full-time employees permanently assigned to other job titles outside the bargaining unit who meet the requirements for the vacancy.



- (6) From former regular full-time employees who were laid off from rated job titles in the bargaining unit and who are eligible for recall.
- (7) From regular part time employees.
- (8) From regular full time bargained for employees from outside of the IBEW bargaining units.
- (9) From temporary employees.

**Note (a)** Applicants who are regular full-time employees and who are assigned in the job title in which the vacancy occurs shall be considered in order of seniority.

**Note (b)** When considering applicants who are regular part-time or temporary employees, the same order of consideration shall be used as is used for regular full-time employees who are permanently assigned.

**Note (c)** When considering applicants from outside of the job title in which the vacancy occurs, selection, if made from these applicants, shall be based on the applicant's qualifications, physical suitability and previous plant experience for the work covered by the vacancy. Preference will be given to applicants with rating in the job title in which the vacancy occurs.

**Note (d)** On Central Office vacancies preference will be given to experience in the particular type of Central Office involved.

**Note (e)** For Plant Bargaining Unit vacancies all plant clerical will be considered as a single job title.

## **Nonrated Job Titles**

**G30.07** Consistent with the requirements of the service, applicants for transfer to fill vacancies shall be given consideration in the following order subject to Notes (a), (b), (c) (d) and (e):

- (1) From regular full time employees within the bidding area in which the vacancy occurs who are permanently assigned in the job title and bargaining unit in which the vacancy occurs.

- (2) From regular full time employees outside the bidding area in which the vacancy occurs who are permanently assigned in the job title and bargaining unit in which the vacancy occurs.
- (3) From regular full time employees within the Company and bargaining unit who are not permanently assigned in the job title in which the vacancy occurs.
- (4) From regular full time employees within the bidding area in which the vacancy occurs who are permanently assigned in the job title in which the vacancy occurs.
- (5) From regular full time employees outside the bidding area in which the vacancy occurs who are permanently assigned in the job title in which the vacancy occurs.
- (6) From regular full time employees within the Company who are not permanently assigned in the job title in which the vacancy occurs.
- (7) From regular full time former employees who were laid off from nonrated job titles in the Labor Agreement and who are eligible for recall.
- (8) From regular part time employees.
- (9) From regular full time bargained for employees from outside of the IBEW bargaining units.
- (10) From temporary employees.

**Note (a)** Applicants who are regular full time employees and who are assigned in the job title in which the vacancy occurs shall be considered in order of seniority.

**Note (b)** When considering applicants who are regular part time or temporary employees, the same order of consideration shall be used as is used for regular full time employees who are permanently assigned.

**Note (c)** When considering applicants from outside of the job title in which the vacancy occurs, selection, if made from these applicants, shall be based on the applicant's qualifications, physical suitability and previous experience for the work covered by the vacancy.

**Note (d)** For Plant Bargaining Unit vacancies all plant clerical will be considered as a single job title.

**Note (e)** For Facilities Assigner vacancies, seniority of Estimate Assigner rating will apply.

## **OTHER PROCEDURES**

**G30.08** The provisions of paragraphs G30.02 through G30.07 do not apply to:

- (a) Reassignments within a clerical workgroup or a Logistics Services Employee Group when management does not expect to fill vacancies in that workgroup within 90 calendar days of the reassignment. The reassignment will be filled by canvass of the employees in that workgroup.
- (b) Assignments to job titles covered in Article G31 (Note 1), or other assignments designated by management.

**G30.09** At the discretion of the Company, 33 percent of the vacancies in each job title which otherwise would be advertised and processed in accordance with paragraphs G30.02 through G30.07 may be filled by hiring regular full-time employees, temporary full time employees whose term of employment exceeds six months, or by accepting transfers from outside of the bargaining unit.

**G30.10** The Company will furnish to the Union a quarterly status report of the number of vacancies, by job title, filled under the provisions of paragraph G30.09, and the number advertised under the provisions of paragraph G30.02.

**G30.11** All questions arising in connection with paragraphs G30.09 and G30.10 are specifically excluded from the arbitration procedures in Article G9 of the Agreement, except a claim that the Company has exceeded the percentage specified in paragraph G30.09.

## ARTICLE G31

### Titles and Classifications

**G31.01** List of job titles, ratings, and employee groups are as follows:

Title	Rated (R) Nonrated (NR)
Central Office Technician (P)	R
Equipment Installation Technician (P)	R
Outside Plant Technician (P)	R
Splice-Service Technician (P)	R
Telecommunications Assistant (P)	NR
Facilities Assigner (P)	NR
Customer Service Assistant (P)	NR
Translation Administrator (P)	NR
Network Services Coordinator (P)	NR
#*Building Equipment Mechanic (P)	NR
*Building Specialist (P)	NR
*Head Building Attendant (P)	NR
Building Attendant (P)	NR
Automotive Equipment Mechanic (P)	NR
Automotive Mechanic (P)	NR
Garage Attendant (P)	NR
*Head Materiel Attendant (P)	NR
Materiel Attendant (P)	NR
Materiel Assistant (P)	NR
Special Assistant (P) (A) (T) (S)	NR
Administrative Assistant (P) (T) (A) (S)	NR
Office Assistant (P) (T) (A) (S)	NR
*Staff Assistant-Craft (P)	NR
*Contract Work Inspector (P)	NR
*Power Follow Thru Inspector (P)	NR
*Transmission Technician (P)	NR
*Toll Assigner (P)	NR
Coin Telephone Collector (P)	NR

*Coin Telephone Assistant (P)	NR
Driver A (Tractor Trailer) (P)	NR
Driver B (Heavy Equipment) (P)	NR
Operator (T)	NR
Public Communications Sales Specialist Representative (S)	NR
Service Assistant Aide (T)	NR
Service Assistant (T)	NR
Service Representative (S)	NR
Broadband Installer (P)	NR

**\*Note 1 - The provisions of Article P13 apply to this job title.**

**#Note 2 - In applying the provisions of Article G28.02 to this title, nothing shall prevent the Company from engaging employees at a wage rate on date of employment that exceeds the two year rate of the applicable wage schedule.**

***Plaint (P), Traffic (T), Accounting (A), Sales (S)***

## **ARTICLE G32**

### **Levels and Principal Duties for Clerical Jobs**

**G32.01** The following are the levels and principal duties for clerical jobs. Specific duties may vary between departments. The job duties under each job level are not necessarily the only job duties which may be assigned to that job level.

**G32.02** In recognition of the fact that job duties may change and that reclassification of employees to new job titles in accordance with these levels and principal duties will not involve any individual job evaluations the Company reserves the right to evaluate and reevaluate a job, when an employee leaves it and the job is to be permanently backfilled. In those cases when the job is to be assigned to a different level, the Company will so notify the Union and will review the evaluation results prior to placing an employee on the new assignments. If the Union disagrees with the Company's decision it will have the right to grieve and arbitrate the matter..

**G32.03** In evaluating a job, the Company will place it on the level in which the major portion of the job duties fall, even though other assigned job duties may be on the other levels.

**G32.04** On temporary assignments to a higher job level, to qualify for the rate of pay for that job level an employee must perform one or more job duties of that particular job level the major portion of the assigned tour.

### **PRINCIPAL JOB DUTIES - Office Assistant (Wage Table 13)**

- (1) Handling mail
- (2) Serving as a messenger
- (3) Typing/Word Processing
- (4) Classify, record and distribute or file
- (5) Collect, check, add, correct, verify and reconcile information and data
- (6) Compute, compile, transcribe and summarize information
- (7) Operate business machines and terminal devices (VDI, CRT, PC, etc.)
- (8) Originate forms and correspondence
- (9) Prepare, type and correct service orders

- (10) Process service orders and miscellaneous customer records
- (11) Perform routine functions associated with complex bills
- (12) Collect, count and balance monies, and receipt bills

**PRINCIPAL JOB DUTIES - Administrative Assistant  
(Wage Table 15)**

- (1) Acts for supervisor in assigning work to other employees
- (2) Analysis of complex statistical reports
- (3) Handles customer service contacts
- (4) Performs all activities of complex major job function
- (5) Prepare work assignments and schedules
- (6) Performs reader and/or screener functions in administrative or control centers equipped with Mechanized Loop Testing
- (7) Performs advanced graphic arts functions
- (8) Performs all functions associated with the operations of mechanized support systems
- (9) Investigates and reconciles toll billing errors
- (10) Operates large computer, peripheral equipment and associated tape library
- (11) Operates large business machines including computers, copy machines and bindery machines
- (12) Operates complex bill enclosing machine
- (13) Performs all activities associated with the collection of overdue live and final accounts
- (14) Analyzes, prints, sorts and distributes payroll checks

**PRINCIPAL JOB DUTIES - Special Assistant  
(Wage Table 17)**

- (1) Formats and negotiates complex service orders
- (2) Performs all major job functions of Traffic Technical Support Group
- (3) Investigates, reconciles and corrects complex service orders
- (4) Analyzes Central Office data associated with switching components and resolves data problems which affect central office service
- (5) Investigates and corrects Usage, Guide and WATS errors
- (6) Investigates and corrects Carrier Access Usage billing

## **ARTICLE G33**

### **Definitions**

#### **UNION REPRESENTATIVE**

**G33.01** The term “Union Representative” as used in this contract means a duly authorized representative of the Union.

#### **RATED JOB TITLES**

**G33.02** Those job titles for which ratings are required for progress to the maximum basic wage rate for the ratings specified.

#### **NONRATED JOB TITLES**

**G33.03** Those job titles for which ratings are not required for progress to the maximum basic wage rate.

#### **REGULAR EMPLOYEES**

**G33.04** A regular employee is one who is engaged for the usual activities of the business and whose employment is reasonably expected to continue for longer than one year, although it may be terminated earlier by either the Company or the employee.

#### **TEMPORARY EMPLOYEES**

**G33.05** A temporary employee is one whose term of employment is intended to last more than three weeks but ordinarily not more than one year, or who is engaged for a specific project or definite period of time which may be more than a year. Temporary full-time employees shall be reclassified to regular full-time status upon attaining three years of seniority or at an earlier date by mutual agreement of the parties.

#### **OCCASIONAL EMPLOYEES**

**G33.06** An occasional employee is one who is engaged on a daily basis for a period of not more than three consecutive weeks, or for a cumulative total of not more than thirty days, in any calendar year, regardless of the length of



the daily or weekly assignments. An occasional employee who actually works or is engaged to work in excess of three consecutive weeks or thirty days in a calendar year shall be reclassified as a regular or temporary, full or part-time employee as appropriate.

## **FULL TIME EMPLOYEES**

**G33.07** “Full time” employees are those regular, temporary occasional employees who are employed for the normal number of working hours per week.

## **PART TIME EMPLOYEES**

**G33.08** A “Part-time” employee is one who is employed and normally scheduled to work less hours per average month than a comparable Full-time employee in the same job title, classification and workgroup working the same normal daily tour.

## **BASIC HOURLY WAGE RATES**

**G33.09** The rates determined by dividing the basic daily wage rate by the number of hours constituting the employee’s full tour for a specific day.

## **BASIC WEEKLY WAGE RATES**

**G33.10** The rates shown on the wage schedules listed in Exhibit G3 which are the amounts paid for five full tours at straight time.

## **DAYS UNASSIGNED**

**G33.11** The day or days of the week on which an employee is not assigned to work.

# ARTICLE G34

## Compressed Work Week

### GENERAL

**G34.01** A Compressed Work Week changes the number of hours in a normal tour and the number of days in a normal work week, as otherwise defined in Articles PI, T1, S1 and A1. Hours in a normal day or night tour are changed allowing the total hours in a normal work week to be scheduled in fewer than five days.

### SCHEDULES

**G34.02** Hours assigned within a tour of a compressed work week schedule(s) will be consistent. Weekly work schedules will consist of four (4) consecutive ten (10)-hour days between Monday and Friday (i.e., Monday through Thursday or Tuesday through Friday), except when employees are assigned a Saturday tour as part of a rotating schedule of days unassigned.

**G34.03** Participation by employees employed on or before the date of ratification of this Agreement will be on a voluntary basis. Employees hired after ratification may be involuntarily assigned to a compressed work week schedule. Seniority shall govern the assignment of compressed work week schedules, when available. The Company shall not assign employees to a separate administrative work group merely because of their participation in a Compressed Work Week schedule

### OVERTIME

**G34.04** Overtime payments shall be made for time worked in excess of the compressed work week or time worked in excess of the compressed work week daily tour schedule. (Example: In a 4-day, 10-hour scheduled workweek, overtime shall only be paid for time worked in excess of 10 hours in a day or 40 hours in the week.)

Overtime opportunities will be offered to employees within an administrative work group without regard to their participation in a Compressed Work Week schedule.

## **DIFFERENTIALS**

**G34.05** The applicability of differential payments will not be changed by compression of the work week. Accordingly, the nature of the tour – day or night tour – will not be changed by conversion to a compressed work week even if some of the hours fall into another tour.

## **UNASSIGNED DAYS**

**G34.06** Regularly scheduled unassigned days shall be constant. Depending upon business needs, some weekdays may be restricted from being an unassigned day.

Should the Company establish a rotating schedule of days unassigned in a work group to include Saturday tours, employees participating in a Compressed Work Week schedule shall be required to participate to the same extent as those on a five-day work schedule. In such circumstances, any rights or obligations imposed upon an employee by virtue of such a rotating day unassigned schedule shall relate solely to the rotating unassigned day and not to the employee's regularly scheduled unassigned day.

## **VACATIONS/EXCUSED WORK DAYS**

**G34.07** An employee will receive weekly vacations equal in hours to the employee's scheduled work week. The total time taken as five day-at-a-time vacation days shall be equal in hours to the employee's scheduled work week.

**G34.08** The Personal Days shall not exceed four times a normal work day as computed on the basis of a five day work week. Such hours shall be applied against scheduled tours in the compressed work week up to the total Personal time allowed.

## **HOLIDAYS**

**G34.09** When a holiday occurs on a compressed work week scheduled work day, the holiday shall be observed on that day. If the holiday occurs on a day unassigned, the holiday shall be observed on the next nearest scheduled work day immediately before or after the day unassigned within the same work week. If the holiday falls on an unassigned work day evenly between two nearest work

days, the holiday shall be observed on one of the two nearest scheduled work days of the employee's choosing within the same work week.

## **ABSENCE**

**G34.10** Pay treatment for absences shall be in accordance with the provisions of the Labor Agreement. In regard to eligibility for payment, a day absent in a compressed work week, regardless of whether it has more or less hours than a normal tour, will be considered equivalent to a day absent in a normal work week. If an employee is eligible for payment, the employee will be paid for actual hours absent from work.

## **ARTICLE G35 Common Interest Forum**

**G35.01** A common interest forum will be established for the following purposes:

- (1) Providing a framework for early communication and discussion between the parties on business developments of mutual interest and concern to the parties and their constituencies;
- (2) Discussing and reviewing innovative approaches to enhance the competitiveness of the Company and improve employment security;
- (3) Improving understanding and relationships between the parties and avoiding unnecessary disputes by cooperatively addressing significant changes and developments in the Union or Company environment.

**G35.02** Equal numbers of key Union and Management persons shall constitute the forum. Meetings will be convened by the parties at mutually agreeable places and times but no less often than quarterly. Otherwise, the members of the forum shall determine its composition, structure, agendas, and operation.

**G35.03** It is the intent that such forum support the collective bargaining process, the established contractual dispute resolution procedures, and the existing joint Union-Management Committees.

## **ARTICLE G36**

### **Limitations on Transfer of Jobs**

**G36.01** The Parties agree that there are no limitations, except as specifically provided in this Article, on the Company's ability to transfer any work covered under this Collective Bargaining Agreement to any of Consolidated Communications Holdings, Inc.'s subsidiaries, entities, affiliates, locations or employees. In the case of such transfer, the work transferred will no longer be performed by employees covered by this Collective Bargaining Agreement.

It is agreed, however, the Company will not transfer work under this Article which results in more than zero percent of IBEW represented jobs being laid off during the first year of the Agreement and one and one-half (1.5) percent in each subsequent year for the life of the Agreement. For purpose of calculating this percentage, the number of IBEW represented jobs will be the number of full-time permanent employees covered under this Agreement on the anniversary date, beginning on August 7, 2021. An employee who otherwise would have been in an impacted job title(s) and location pursuant to this Article, who leaves the bargaining unit for any reason, at any time on or after forty-five (45) days prior to the layoff notice will be counted toward satisfying the percent of layoffs.

In the case of any conflict between this Article and any other Article in the Collective Bargaining Agreement, this Article shall control.

## **ARTICLE G37**

### **Corporate Incentive Program**

**G37.01 Plan Purpose.** The Corporate Incentive Program ("CIP") is designed to encourage and reward employees for their contribution to Company success.

**G37.02 Plan Years.** The CIP will provide awards for results in calendar years 2021, 2022, 2023, and 2024, with awards payable in 2022, 2023, 2024 and 2025. If earned, CIP distributions will be made for the full calendar year 2021, payable in 2022.

### **Section 3. Eligibility.**

- (a) Must be an active employee on the date of pay-out. Full-time and part-time regular and temporary employees who are on the payroll prior to October 1st during an applicable Plan year will be eligible to receive a CIP payout to the extent payable. Employees who leave the Company for any reason prior to the date of the CIP payout forfeit their eligibility to receive a CIP payout.
- (b) Partial Years. Payment of the CIP will not be prorated as long as the employees meet the 90 calendar day requirement in (a).
- (c) Part-Time Employees. Payment of the CIP will be based on a pro-rata portion for the total hours worked for the year.

### **Section 4. Transfers and Promotions.**

An employee who is otherwise eligible for a CIP distribution will not lose eligibility due to the following (so long as the employee has a period of at least 90 days of active participation in the Plan Year):

- (a) Transfer to another CCI affiliated company that participates in this Plan or to an affiliated company with a collectively bargained corporate incentive program that is substantially similar to this CIP Plan, and the employee is on the payroll of such company on the day the CIP is made.
- (b) Promotion to a non-bargained position and the employee is on the payroll of the company in which he or she is employed on the day the CIP payout is made.
- (c) No employee shall be eligible for more than one CIP or Company short term incentive bonus plan under any circumstance.

An employee who is transferred or promoted as described above will receive a CIP payout that shall be paid as described in Section 3.

### **Section 5. CIP Distribution Calculations.**

- (a) Standard Award. The CIP payout shall be as follows:

**The Corporate Incentive Plan objectives are weighted as follows:**

- 25% - EBITDA
- 25% - Revenue
- 25% - Annual Fiber to the Premise Homes Passed for Install
- 25% - Annual Fiber to the Premise Market Penetration Rate

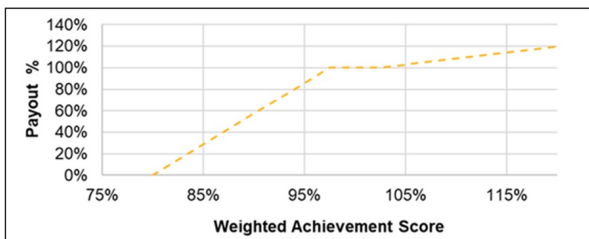
**Payout Target:**

\$750 – Each year for fiscal year 2021, 2022, 2023, and 2024.

Bonuses, if earned, will be paid out in the first quarter of 2022, 2023, 2024, and 2025 in a one-time lump sum payment, subject to applicable holdings.

**Payout Curve & Payout Example:**

Payout Curve	
Goal Attainment	Bonus Payout
>102.5% - 120%	Linear payout calculation as reflected on incentive curve
97.6% - 102.5%	Actual Performance %
80% - 97.5%	Linear payout calculation as reflected on incentive curve
< 80%	0%



Payout Example	Actual	Target	Achievement	x Weight	Weighted Achievement
Fttp Passings	340,000	329,000	103.34%	25%	25.84%
Fttp Penetration	15%	15%	100.00%	25%	25.00%
EBITDA	\$515M	\$510M	100.98%	25%	25.25%
Revenue	\$1.28B	\$1.29B	99.22%	25%	24.81%
Total Weighted Achievement					100.9%
Target Payout					X \$750
Actual Payout					<b>\$756.75</b>

(b) Performance Percentage. The actual CIP payout per eligible employee will be calculated by dividing the EBITDA, Revenue, FttP Homes Passed and FttP Penetration Rate actual annual achievement by the EBITDA, Revenue FttP Homes Passed and FttP Penetration Rate annual target goals. The resulting "Performance Percentage" for the Plan Year shall then be multiplied by the 25% weighting factor for EBITDA Revenue, FttP Homes Passed and FttP Penetration Rate with the resulting "Weighted Achievement" added together for a total weighted achievement. Awards will be calculated on the payout scale above. The EBITDA measurement will be calculated on a self-funded basis, meaning the final achievement will be adjusted by the cost of the CIP payout. If Company performance exceeds the target, the bonus payout could exceed 100%. Similarly, bonus payments will be less than 100% if target is not met. There will be no bonus payout if attainment is less than 80% of the weighted EBITDA and Revenue goals, FttP Homes Passed and FttP Penetration Rate.

(c) No exceptions will apply.

### **Section 6. Information Requests.**

The Company agrees to provide to the Union upon request publicly disclosed information about achievement of the corporate financial goals, and the Union clearly and unequivocally waives any and all rights it may have to other information. The Company will also provide the Union a summary of the total CIP payout payments which eligible bargained-for employees received

### **Section 7. Payment of CIP Distributions.**

CIP payouts, when the metrics in this program are met, will be paid with its regular payroll remittance (EFT or check) not later than March 15th of the year immediately following the Plan Year. Each such payment shall be subject to the applicable federal and state withholding rate for non-recurring payments (currently, a 25% flat rate) and other applicable payroll taxes.

### **Section 8. Benefit Treatment of the CIP Distribution.**

When paid, a CIP payout will be treated as eligible pay solely for the following purposes:

(a) The CIP payout shall be treated as eligible pay to the qualified 401(k) Plan according to the same contribution percentage (if



any) as is in effect for regular wages at the time the CIP payout is paid (with the same terms and conditions for pre-tax or after-tax treatment, and for qualifying for applicable Company matching contributions).

- (b) The CIP payout may be taken into account for union dues to the extent determined appropriate by the union representing the employee.
- (c) CIP payouts will not be included in calculations for any other purposes.

### **Section 9. Grievances and Arbitration.**

The Company shall have the discretion to administer this CIP Plan according to its terms. The Company's interpretations and determinations under this CIP Plan shall be final and binding. The Union may present grievances relating to matters covered by the CIP Plan but neither the CIP Plan nor its administration shall be subject to arbitration, except that the limited issue of an employee's eligibility to participate in a specific payout under the CIP Plan shall be arbitrable. Any "make-whole" arbitration award (which reinstates an employee with full back pay) shall include any applicable CIP payout for the CIP Plan Year in which the employee had been separated from employment if the employee was otherwise eligible and did not otherwise receive a payout for the applicable Plan Year.

## **ARTICLE G38**

### **Subcontracting & Performance of Work by Non-Bargaining Unit Employees**

**G38.01** The Company may subcontract work performed by the bargaining unit employees as long as it does not cause, currently and directly, layoffs or demotions of present employees in the job title impacted by the work being subcontracted.

The Company shall utilize overtime in the immediate and related job title within an administrative workgroup where contractors are working pursuant to G38.01.

**G38.02** The parties acknowledge that in the evolving technological environment in which the Company operates and will operate in the future, bright lines between the work of the bargaining unit and the work of non-bargaining unit and management employees are neither desirable nor feasible.

It is the Company's goal to continue to utilize the existing capacities of the bargaining unit. It is the Union's commitment not to impede the Company's ability to assign work so as to maximize its ability to advance the interest of the Company, its employees and its customers. Therefore, the Company will have reasonable discretion in determining what assignments will be made to non-bargaining unit, management employees or contractors and what assignments will be made to bargaining unit employees.

**G38.03** If a subcontractor performs work on Company job sites, the Company will not lay off employees in the job title impacted by the work being subcontracted until such subcontractor has ceased performing the work for at least six (6) months.

**G38.04** On a quarterly basis, the Company will identify the subcontract companies that have been utilized over the preceding quarter as well as the locations where work has been performed, estimated number of subcontracted people utilized at each work location, the estimated number of days worked by subcontracted people, and the type of work that has been performed.

## **EXHIBIT G1**

### **Wage Zones By Location**

#### **Zone 1**

**Burlington, VT  
Manchester, NH  
Milton, VT  
Portland, ME  
Cornish, ME  
Essex Junction, VT**

#### **Zone 2**

**All locations not covered in Zone 1**

Effective on January 2, 2022, Wage Zone 2 will be collapsed into Wage Zone 1 and all employees will be paid at the rates set forth for Wage Zone 1.

**EXHIBIT G2**

**Wage Table**

**Effective: August 22, 2021**

# NEW ENGLAND IBEW

## WAGE TABLE: 01 EFFECTIVE AUGUST 22, 2021

### Contract Work Inspector, Power Follow Thru Inspector, Staff Assistant-Craft, Telecommunications Assistant, Toll Assigner

WAGE STEP	Employees Hired Before February 22, 2015		Employees Hired On or After February 22, 2015	
	ZONE 1	ZONE 2	ZONE 1	ZONE 2
Start	\$553.71	\$541.02	\$553.71	\$541.02
6 Mos.	\$642.66	\$631.01		
12 Mos.	\$748.52	\$734.76	\$642.66	\$631.01
18 Mos.	\$872.93	\$855.99		
24 Mos.	\$1,016.92	\$996.80	\$748.52	\$734.76
30 Mos.	\$1,183.14	\$1,159.31		
36 Mos.	\$1,377.95	\$1,351.48	\$872.93	\$855.99
42 Mos.	\$1,603.98	\$1,574.88		
48 Mos.	\$1,869.72	\$1,833.73	\$1,016.92	\$996.80
60 Mos.			\$1,183.14	\$1,159.31
72 Mos.			\$1,377.95	\$1,351.48
84 Mos.			\$1,603.98	\$1,574.88
96 Mos.			\$1,869.72	\$1,833.73
PENSION BAND	130	129		

Note 1 – Employees will receive maximum rate when designated and assigned provided employee was receiving the rated and assigned rate on Table 2 or upon completion of the Next Step Program as provided in Article G22A

# NEW ENGLAND IBEW

## WAGE TABLE: 02 EFFECTIVE AUGUST 22, 2021

**Automotive Equipment Mechanic, Building  
Equipment Mechanic, Central Office Technician,  
Equipment Installation Technician, Facilities  
Assigner EA, Metrology Technician,  
Fiber Network Technician, Outside Plant  
Technician, Splice-Service Technician,  
Transmission Technician, Broadband Installer**

Employees Hired Before February 22, 2015		Employees Hired On or After February 22, 2015		
WAGE STEP	ZONE 1	ZONE 2	ZONE 1	ZONE 2
Start	\$620.42	\$613.55	\$620.42	\$613.55
6 Mos.	\$709.35	\$699.82		
12 Mos.	\$810.99	\$801.46	\$709.35	\$699.82
18 Mos.	\$926.93	\$914.75		
24 Mos.	\$1,058.21	\$1,044.97	\$810.99	\$801.46
30 Mos.	\$1,209.62	\$1,193.73		
36 Mos.	\$1,383.24	\$1,364.19	\$926.93	\$914.75
42 Mos. Note 1 (Table A)	\$1,580.17	\$1,558.46		
PENSION BAND	122	121		
48 Mos. Notes 2,3,4 (Table A)	\$1,697.69	\$1,659.04	\$1,058.21	\$1,044.97
PENSION BAND	125	124		
60 Mos.			\$1,209.62	\$1,193.73
72 Mos.			\$1,383.24	\$1,364.19

84 Mos. Note 1 (Table B)			\$1,580.17	\$1,558.46
96 Mos. Note 1 (Table B)			\$1,697.69	\$1,659.04

Note 1 – Maximum progression rate – C.O. Technician, Equipment Installation Technician, Outside Plant Technician, Splice-Service Technician, and Facilities Assigners who were assigned permanently to the Estimate Assigner job title as of August 29, 1994.

Note 2 – When rated and assigned as C.O. Technician – Switch E.I. Technician – Test, Head Outside Plant Technician, Splice-Service Technician – Journey/Systems, Facilities Assigner, who were assigned permanently to the Estimate Assigner job title as of August 29, 1994, and after not less than 6 months at the maximum progression rate.

Note 3 – Outside Plant Technician, when assigned a Head Outside Plant Technician will be paid the differential between the Outside Plant Technician maximum rate and the Head Outside Plant Technician rate.

Note 4 – Transmission Technician, Building Equipment Mechanic, and Automotive Equipment Mechanic maximum rate.

Note 5 – Splice-Service Technicians who, in addition to their normal occupational duties are designated and assigned by Management for all or part of a day to distribute work assignments and provide incidental direction to other Splice-Service Technicians, all under the direct supervision of the immediate supervisor, shall receive a differential of \$10.00 for each day assigned.

Note 6 – Employees who were at the 12 Month rate through the 60 Month rate on the 60 Month Wage Table of the 1998 Labor Agreement are moved to the Wage Step on the new 48 Month Table which corresponds to the associated wage rate on the 60 Month Table. (It will be 12 Months less than their Wage Step on the 60 Month Table.)

Note 7 – Employees hired on or after February 22, 2015 in the Broadband Installer job title will not exceed the 60 month wage step.

# NEW ENGLAND IBEW

## WAGE TABLE: 03 EFFECTIVE AUGUST 22, 2021

### Building Specialist

Employees Hired Before February 22, 2015			Employees Hired On or After February 22, 2015	
WAGE STEP	ZONE 1	ZONE 2	ZONE 1	ZONE 2
Start	\$523.55	\$522.49	\$523.55	\$522.49
6 Mos.	\$616.71	\$615.66		
12 Mos.	\$727.35	\$724.71	\$616.71	\$615.66
18 Mos.	\$856.52	\$853.88		
24 Mos.	\$1,010.56	\$1,004.75	\$727.35	\$724.71
30 Mos.	\$1,190.02	\$1,185.26		
36 Mos.	\$1,401.24	\$1,396.47	\$856.52	\$853.88
48 Mos.			\$1,010.56	\$1,004.75
60 Mos.			\$1,190.02	\$1,185.26
72 Mos.			\$1,401.24	\$1,396.47
PENSION BAND	117	117		



# NEW ENGLAND IBEW

## WAGE TABLE: 05 EFFECTIVE AUGUST 22, 2021

### Automotive Mechanic

WAGE STEP	Employees Hired Before February 22, 2015		Employees Hired On or After February 22, 2015	
	ZONE 1	ZONE 2	ZONE 1	ZONE 2
Start	\$493.91	\$493.91	\$493.91	\$493.91
6 Mos.	\$578.07	\$578.07		
12 Mos.	\$673.36	\$673.36	\$578.07	\$578.07
18 Mos.	\$788.24	\$788.24		
24 Mos.	\$921.64	\$921.64	\$673.36	\$673.36
30 Mos.	\$1,077.79	\$1,077.79		
36 Mos.	\$1,259.90	\$1,259.90	\$788.24	\$788.24
48 Mos.			\$921.64	\$921.64
60 Mos.			\$1,077.79	\$1,077.79
72 Mos.			\$1,259.90	\$1,259.90
PENSION BAND	113	113		

# NEW ENGLAND IBEW

## WAGE TABLE: 06 EFFECTIVE AUGUST 22, 2021

### Facilities Assigner, Network Services Coordinator, Translations Administrator

WAGE STEP	Employees Hired Before February 22, 2015		Employees Hired On or After February 22, 2015	
	ZONE 1	ZONE 2	ZONE 1	ZONE 2
Start	\$520.90	\$517.72	\$520.90	\$517.72
6 Mos.	\$617.78	\$613.55		
12 Mos.	\$733.70	\$727.89	\$617.78	\$613.55
18 Mos.	\$873.46	\$863.93		
24 Mos.	\$1,039.68	\$1,025.39	\$733.70	\$727.89
30 Mos.	\$1,233.97	\$1,217.54		
36 Mos.	\$1,465.83	\$1,446.23	\$873.46	\$863.93
48 Mos.			\$1,039.68	\$1,025.39
60 Mos.			\$1,233.97	\$1,217.54
72 Mos.			\$1,465.83	\$1,446.23
PENSION BAND	118	117		

# NEW ENGLAND IBEW

## WAGE TABLE: 07 EFFECTIVE AUGUST 22, 2021

### Building Attendant, Garage Attendant, Head Building Attendant

	Employees Hired Before February 22, 2015		Employees Hired On or After February 22, 2015	
WAGE STEP	ZONE 1	ZONE 2	ZONE 1	ZONE 2
Start	\$479.61	\$479.61	\$479.61	\$479.61
6 Mos.	\$554.78	\$554.78		
12 Mos.	\$640.01	\$640.01	\$554.78	\$554.78
18 Mos.	\$741.65	\$741.65		
24 Mos.	\$857.57	\$857.57	\$640.01	\$640.01
30 Mos.	\$993.63	\$993.63		
36 Mos. Note 1 (Table A)	\$1,149.26	\$1,149.26	\$741.65	\$741.65
48 Mos.			\$857.57	\$857.57
60 Mos.			\$993.63	\$993.63
72 Mos. Note 1 (Table B)			\$1,149.26	\$1,149.26
PENSION BAND	110	110		
Head Building Attend. Note 2	\$1,214.38	\$1,214.38	\$1,214.38	\$1,214.38
PENSION BAND	112	112		

Note 1 – Maximum Rate – Building Attendant and Garage Attendant, Building Attendant having a certificate of Competency and Second Class Fireman's License, when designated and assigned by Management.

Note 2 – When designated and assigned by Management.

# NEW ENGLAND IBEW

## WAGE TABLE: 08 EFFECTIVE AUGUST 22, 2021

### Customer Service Assistant, Fiber Customer Support Analyst, Customer Support Analyst

	Employees Hired Before February 22, 2015		Employees Hired On or After February 22, 2015	
WAGE STEP	ZONE 1	ZONE 2	ZONE 1	ZONE 2
Start	\$520.90	\$517.72	\$520.90	\$517.72
6 Mos.	\$611.43	\$605.07		
12 Mos.	\$717.29	\$709.89	\$611.43	\$605.07
18 Mos.	\$843.29	\$833.22		
24 Mos.	\$989.92	\$976.16	\$717.29	\$709.89
30 Mos.	\$1,159.31	\$1,142.91		
36 Mos. Notes 1, 2 (Table A)	\$1,361.01	\$1,342.48	\$843.29	\$833.22
PENSION BAND	116	115		
42 Mos. Note 3 (Table A)	\$1,455.76	\$1,441.48		
PENSION BAND	116	115		
48 Mos.			\$907.50	\$895.00
60 Mos.			\$1,063.00	\$1,048.00
72 Mos. Notes 1, 2 (Table B)			\$1,248.00	\$1,230.50
84 Mos. Note 3 (Table B)			\$1,334.50	\$1,322.00

Note 1 – Customer Service Assistants who, in addition to their normal occupational duties, are designated and assigned by Management to assist in customer appeal matters in the Customer Service Bureau will receive a differential of \$15.00 for each day assigned.

Note 2 – Maximum Customer Service Assistant rate.

Note 3 – Fiber Customer Support Analyst, Customer Support Analyst maximum rate.

# NEW ENGLAND IBEW

## WAGE TABLE: 09 EFFECTIVE AUGUST 22, 2021

### Coin Telephone Collector

Employees Hired Before February 22, 2015		Employees Hired On or After February 22, 2015		
WAGE STEP	ZONE 1	ZONE 2	ZONE 1	ZONE 2
Start	\$519.84	\$519.84	\$519.84	\$519.84
6 Mos.	\$610.36	\$610.36		
12 Mos.	\$716.77	\$716.24	\$610.36	\$610.36
18 Mos.	\$841.69	\$840.12		
24 Mos.	\$989.92	\$986.74	\$716.77	\$716.24
30 Mos.	\$1,162.49	\$1,157.20		
36 Mos.	\$1,365.76	\$1,357.84	\$841.69	\$840.12
48 Mos.			\$989.92	\$986.74
60 Mos.			\$1,162.49	\$1,157.20
72 Mos.			\$1,365.76	\$1,357.84
PENSION BAND	117	116		

Note – Coin Telephone Collector designated and assigned to drive a Coin Transport Van registered in excess of 18,000 lbs. gross weight for a week or more shall receive an additional \$10.00 per week.

# NEW ENGLAND IBEW

## WAGE TABLE: 10 EFFECTIVE AUGUST 22, 2021

### Coin Telephone Assistant

Employees Hired Before February 22, 2015		Employees Hired On or After February 22, 2015		
WAGE STEP	ZONE 1	ZONE 2	ZONE 1	ZONE 2
Start	\$535.20	\$524.61	\$535.20	\$524.61
6 Mos.	\$613.01	\$601.37		
12 Mos.	\$700.36	\$689.77	\$613.01	\$601.37
18 Mos.	\$803.06	\$788.77		
24 Mos.	\$918.45	\$905.76	\$700.36	\$689.77
30 Mos.	\$1,053.44	\$1,036.50		
36 Mos.	\$1,206.43	\$1,187.91	\$803.06	\$788.77
42 Mos.	\$1,380.08	\$1,359.95		
48 Mos.	\$1,580.17	\$1,558.46	\$918.45	\$905.76
60 Mos.			\$1,053.44	\$1,036.50
72 Mos.			\$1,206.43	\$1,187.91
84 Mos.			\$1,380.08	\$1,359.95
96 Mos.			\$1,580.17	\$1,558.46
PENSION BAND	122	121		

# NEW ENGLAND IBEW

## WAGE TABLE: 13 EFFECTIVE AUGUST 22, 2021

### Office Assistant

WAGE STEP	Employees Hired Before February 22, 2015		Employees Hired On or After February 22, 2015	
	ZONE 1	ZONE 2	ZONE 1	ZONE 2
Start	\$464.71	\$457.37	\$464.71	\$457.37
6 Mos.	\$544.90	\$534.73		
12 Mos.	\$639.75	\$627.90	\$544.90	\$534.73
18 Mos.	\$752.12	\$733.50		
24 Mos.	\$883.12	\$859.41	\$639.75	\$627.90
30 Mos.	\$1,036.71	\$1,004.53		
36 Mos.	\$1,217.41	\$1,176.18	\$752.12	\$733.50
48 Mos.			\$883.12	\$859.41
60 Mos.			\$1,036.71	\$1,004.53
72 Mos.			\$1,217.41	\$1,176.18
PENSION BAND	110	109		



# NEW ENGLAND IBEW

## WAGE TABLE: 15 EFFECTIVE AUGUST 22, 2021

### Administrative Assistant

WAGE STEP	Employees Hired Before February 22, 2015		Employees Hired On or After February 22, 2015	
	ZONE 1	ZONE 2	ZONE 1	ZONE 2
Start	\$478.83	\$466.97	\$478.83	\$466.97
6 Mos.	\$564.65	\$552.24		
12 Mos.	\$662.91	\$650.48	\$564.65	\$552.24
18 Mos.	\$782.06	\$765.68		
24 Mos.	\$922.65	\$904.03	\$662.91	\$650.48
30 Mos.	\$1,087.53	\$1,064.96		
36 Mos.	\$1,282.91	\$1,256.38	\$782.06	\$765.68
48 Mos.			\$922.65	\$904.03
60 Mos.			\$1,087.53	\$1,064.96
72 Mos.			\$1,282.91	\$1,256.38
PENSION BAND	111	111		

# NEW ENGLAND IBEW

## WAGE TABLE: 17 EFFECTIVE AUGUST 22, 2021

### Special Assistant

WAGE STEP	Employees Hired Before February 22, 2015		Employees Hired On or After February 22, 2015	
	ZONE 1	ZONE 2	ZONE 1	ZONE 2
Start	\$527.39	\$512.15	\$527.39	\$512.15
6 Mos.	\$617.17	\$599.10		
12 Mos.	\$722.77	\$703.57	\$617.17	\$599.10
18 Mos.	\$844.73	\$824.96		
24 Mos.	\$987.58	\$970.09	\$722.77	\$703.57
30 Mos.	\$1,154.17	\$1,137.79		
36 Mos.	\$1,351.80	\$1,333.16	\$844.73	\$824.96
48 Mos.			\$987.58	\$970.09
60 Mos.			\$1,154.17	\$1,137.79
72 Mos.			\$1,351.80	\$1,333.16
PENSION BAND	113	113		

Note – Special Assistants in the Sales Bargaining Unit who, in addition to their normal duties, are designated and assigned by Management to perform various administrative functions will receive a daily differential of eight and one half percent (8.5%) of the maximum progression rate of the wage table involved for each day so assigned.

# NEW ENGLAND IBEW

## WAGE TABLE: 18 EFFECTIVE AUGUST 22, 2021

### Driver B

WAGE STEP	Employees Hired Before February 22, 2015		Employees Hired On or After February 22, 2015	
	ZONE 1	ZONE 2	ZONE 1	ZONE 2
Start	\$560.60	\$560.60	\$560.60	\$560.60
6 Mos.	\$628.89	\$628.89		
12 Mos.	\$700.36	\$700.36	\$628.89	\$628.89
18 Mos.	\$784.00	\$784.00		
24 Mos.	\$876.12	\$876.12	\$700.36	\$700.36
30 Mos.	\$979.86	\$979.86		
36 Mos.	\$1,097.38	\$1,097.38	\$784.00	\$784.00
42 Mos.	\$1,226.55	\$1,226.55		
48 Mos.	\$1,371.06	\$1,371.06	\$876.12	\$876.12
60 Mos.			\$979.86	\$979.86
72 Mos.			\$1,097.38	\$1,097.38
84 Mos.			\$1,226.55	\$1,226.55
96 Mos.			\$1,371.06	\$1,371.06
PENSION BAND	116	116		

# NEW ENGLAND IBEW

## WAGE TABLE: 19 EFFECTIVE AUGUST 22, 2021

### Driver A

WAGE STEP	Employees Hired Before February 22, 2015		Employees Hired On or After February 22, 2015	
	ZONE 1	ZONE 2	ZONE 1	ZONE 2
Start	\$724.17	\$706.19	\$724.17	\$706.19
6 Mos.	\$799.34	\$779.23		
12 Mos.	\$879.81	\$860.76	\$799.34	\$779.23
18 Mos.	\$970.34	\$949.68		
24 Mos.	\$1,070.92	\$1,048.69	\$879.81	\$860.76
30 Mos.	\$1,178.91	\$1,157.20		
36 Mos.	\$1,300.66	\$1,277.37	\$970.34	\$949.68
42 Mos.	\$1,432.47	\$1,410.78		
48 Mos.	\$1,580.17	\$1,558.46	\$1,070.92	\$1,048.69
60 Mos.			\$1,178.91	\$1,157.20
72 Mos.			\$1,300.66	\$1,277.37
84 Mos.			\$1,432.47	\$1,410.78
96 Mos.			\$1,580.17	\$1,558.46
PENSION BAND	122	121		

# NEW ENGLAND IBEW

## WAGE TABLE: 20 EFFECTIVE AUGUST 22, 2021

### Head Materiel Attendant, Materiel Assistant, Materiel Attendant

	Employees Hired Before February 22, 2015		Employees Hired On or After February 22, 2015	
WAGE STEP	ZONE 1	ZONE 2	ZONE 1	ZONE 2
Start	\$449.44	\$442.55	\$449.44	\$442.55
6 Mos.	\$503.96	\$498.14		
12 Mos.	\$563.78	\$559.55	\$503.96	\$498.14
18 Mos.	\$635.24	\$629.94		
24 Mos.	\$712.53	\$708.30	\$563.78	\$559.55
30 Mos.	\$799.88	\$795.11		
36 Mos.	\$895.70	\$893.05	\$635.24	\$629.94
42 Mos.	\$1,006.33	\$1,004.22		
48 Mos. Note 3 (Table A)	\$1,130.73	\$1,130.73	\$712.53	\$708.30
PENSION BAND	109	109		
54 Mos. Note 1 (Table A)	\$1,258.83	\$1,258.83		
60 Mos.			\$799.88	\$795.11
72 Mos.			\$895.70	\$893.05
84 Mos.			\$1,006.33	\$1,004.22
96 Mos. Note 3 (Table B)			\$1,130.73	\$1,130.73
PENSION BAND	113	113		
108 Mos. Note 1 (Table B)			\$1,258.83	\$1,258.83
Head Materiel Attendant Note 2	\$1,357.84	\$1,357.84	\$1,357.84	\$1,357.84
PENSION BAND	116	116		

Note 1 – Maximum Rate – Materiel Attendant.

Note 2 – Employee shall receive the difference between the Head Materiel Attendant maximum rate and the Materiel Attendant maximum rate added to the employee's current rate when designated and assigned by Management.

Note 3 – Maximum Rate – Materiel Assistant – Regular Full Time Materiel Assistants will be canvassed for voluntary transfer to fill a Materiel Attendant vacancy at their reporting location, prior to posting the vacancy for bid.

# NEW ENGLAND IBEW

## WAGE TABLE: 31\*\* EFFECTIVE AUGUST 22, 2021

### Operator, Service Assistant, Service Assistant Aide

Employees hired on or before Aug. 9, 1998		
WAGE STEP	ZONE 1	ZONE 2
Start	\$464.71	\$457.37
6 Mos.	\$544.90	\$534.73
12 Mos.	\$639.75	\$627.90
18 Mos.	\$752.12	\$733.50
24 Mos.	\$883.12	\$859.41
30 Mos.	\$1,036.71	\$1,004.53
36 Mos. Note 1	\$1,217.41	\$1,176.18
PENSION BAND	111	110
Service Asst. Aide Note 2	\$1,229.83	\$1,123.85
PENSION BAND	111	110
Service Asst. Note 3	\$1,281.78	\$1,170.44
PENSION BAND	112	111

Note 1 – Maximum Operator Rate.

Note 2 & 3 – When designated by Management, employee shall receive the difference between Note 1 maximum rate and the Notes 2 and 3 rate as appropriate added to the employee's current rate. .

\*\*This wage table is applicable to employees hired or rehired on or before August 9, 1998.

# NEW ENGLAND IBEW

## WAGE TABLE: 31A EFFECTIVE AUGUST 22, 2021

### Operator, Service Assistant, Service Assistant Aide

WAGE STEP	Employees Hired Before February 22, 2015		Employees Hired On or After February 22, 2015	
	ZONE 1	ZONE 2	ZONE 1	ZONE 2
Start	\$464.71	\$457.37	\$464.71	\$457.37
6 Mos.	\$512.15	\$501.43		
12 Mos.	\$562.97	\$552.80	\$512.15	\$501.43
18 Mos.	\$620.00	\$606.45		
24 Mos.	\$682.68	\$668.56	\$562.97	\$552.80
30 Mos.	\$752.12	\$733.50		
36 Mos.	\$827.23	\$806.34	\$620.00	\$606.45
42 Mos.	\$912.50	\$887.08		
48 Mos.	\$1,003.40	\$975.16	\$682.68	\$668.56
54 Mos.	\$1,106.73	\$1,070.03		
60 Mos. Note 1 (Table A)	\$1,217.41	\$1,176.18	\$752.12	\$733.50
72 Mos.			\$827.23	\$806.34
84 Mos.			\$912.50	\$887.08
96 Mos.			\$1,003.40	\$975.16
108 Mos.			\$1,106.73	\$1,070.03
120 Mos. Note 1 (Table B)			\$1,217.41	\$1,176.18
PENSION BAND	111	110		
Service Asst. Aide Note 2	\$1,229.83	\$1,198.77	\$1,229.83	\$1,198.77
PENSION BAND	111	110		
Service Asst. Note 3	\$1,280.66	\$1,248.45	\$1,280.66	\$1,248.45
PENSION BAND	112	111		



Note 1 – Maximum Operator Rate.

Note 2 & 3 – when designated by Management, employee shall receive the difference between Note 1 maximum rate and the Notes 2 and 3 rate as appropriate added to the employee's current rate..

\*\* This wage table is applicable to employees hired or rehired after August 9, 1998.

# NEW ENGLAND IBEW

## WAGE TABLE: 93 EFFECTIVE AUGUST 22, 2021

### Service Representative

WAGE STEP	Employees Hired Before February 22, 2015		Employees Hired On or After February 22, 2015	
	ZONE 1	ZONE 2	ZONE 1	ZONE 2
Start	\$544.90	\$529.09	\$544.90	\$529.09
6 Mos.	\$644.85	\$627.90		
12 Mos.	\$765.12	\$743.09	\$644.85	\$627.90
18 Mos.	\$907.41	\$879.74		
24 Mos.	\$1,073.42	\$1,041.23	\$765.12	\$743.09
30 Mos.	\$1,272.74	\$1,232.09		
36 Mos.	\$1,506.51	\$1,459.65	\$907.41	\$879.74
48 Mos.			\$1,073.42	\$1,041.23
60 Mos.			\$1,272.74	\$1,232.09
72 Mos.			\$1,506.51	\$1,459.65
PENSION BAND	119	117		

Note 1 – Service Representatives who, in addition to their normal duties, are designated by management to perform non incidental assigned administrative functions will receive a daily differential of 10% for each day assigned.

# NEW ENGLAND IBEW

## WAGE TABLE: 94 EFFECTIVE AUGUST 22, 2021

### Public Communications Sales Specialist Representative

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$559.58	\$559.58
6 Mos.	\$671.96	
12 Mos.	\$805.20	\$671.96
18 Mos.	\$966.13	
24 Mos.	\$1,156.43	\$805.20
30 Mos.	\$1,387.36	
36 Mos.	\$1,662.94	\$966.13
48 Mos.		\$1,156.43
60 Mos.		\$1,387.36
72 Mos.		\$1,662.94
PENSION BAND	120	

**EXHIBIT G2**

**Wage Tables  
Effective: August 7, 2016**

# NEW ENGLAND IBEW

## WAGE TABLE: 01 EFFECTIVE AUGUST 21, 2022

**Contract Work Inspector, Power Follow Thru Inspector,  
Staff Assistant-Craft,  
Telecommunications Assistant, Toll Assigner**

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$563.40	\$563.40
6 Mos.	\$653.91	
12 Mos.	\$761.62	\$653.91
18 Mos.	\$888.21	
24 Mos.	\$1,034.72	\$761.62
30 Mos.	\$1,203.84	
36 Mos.	\$1,402.06	\$888.21
42 Mos.	\$1,632.05	
48 Mos.	\$1,902.44	\$1,034.72
60 Mos.		\$1,203.84
72 Mos.		\$1,402.06
84 Mos.		\$1,632.05
96 Mos.		\$1,902.44
PENSION BAND	130	129

Note 1 – Employees will receive maximum rate when designated and assigned provided employee was receiving the rated and assigned rate on Table 2 or upon completion of the Next Step Program as provided in Article G22A.

# NEW ENGLAND IBEW

## WAGE TABLE: 02 EFFECTIVE AUGUST 21, 2022

**Automotive Equipment Mechanic, Building Equipment  
Mechanic, Central Office Technician,  
Equipment Installation Technician, Facilities Assigner  
EA, Metrology Technician,  
Fiber Network Technician, Outside Plant Technician,  
Splice-Service Technician, Transmission Technician**

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
<b>WAGE STEP</b>	<b>ZONE 1</b>	<b>ZONE 1</b>
Start	\$631.28	\$631.28
6 Mos.	\$721.76	
12 Mos.	\$825.18	\$721.76
18 Mos.	\$943.15	
24 Mos.	\$1,076.73	\$825.18
30 Mos.	\$1,230.79	
36 Mos.	\$1,407.45	\$943.15
42 Mos. Note 1 (Table A)	\$1,607.82	
<b>PENSION BAND</b>	<b>122</b>	
48 Mos. Notes 2,3,4 (Table A)	\$1,727.40	\$1,076.73
<b>PENSION BAND</b>	<b>125</b>	
60 Mos.		\$1,230.79
72 Mos.		\$1,407.45
84 Mos. Note 1 (Table B)		\$1,607.82
96 Mos. Notes 2,3,4 (Table B)		\$1,727.40

Note 1 – Maximum progression rate – C.O. Technician, Equipment Installation Technician, Outside Plant Technician, Splice-Service Technician, and Facilities Assigners who were assigned permanently to the Estimate Assigner job title as of August 29, 1994.

Note 2 – When rated and assigned as C.O. Technician – Switch E.I. Technician – Test, Head Outside Plant Technician, Splice-Service Technician – Journey/Systems, Facilities Assigner, who were assigned permanently to the Estimate Assigner job title as of August 29, 1994, and after not less than 6 months at the maximum progression rate.

Note 3 – Outside Plant Technician, when assigned a Head Outside Plant Technician will be paid the differential between the Outside Plant Technician maximum rate and the Head Outside Plant Technician rate.

Note 4 – Transmission Technician, Building Equipment Mechanic, and Automotive Equipment Mechanic maximum rate.

Note 5 – Splice-Service Technicians who, in addition to their normal occupational duties are designated and assigned by Management for all or part of a day to distribute work assignments and provide incidental direction to other Splice-Service Technicians, all under the direct supervision of the immediate supervisor, shall receive a differential of \$10.00 for each day assigned.

Note 6 – Employees who were at the 12 Month rate through the 60 Month rate on the 60 Month Wage Table of the 1998 Labor Agreement are moved to the Wage Step on the new 48 Month Table which corresponds to the associated wage rate on the 60 Month Table. (It will be 12 Months less than their Wage Step on the 60 Month Table.)

Note 7 – Employees hired on or after February 22, 2015 in the Broadband Installer job title will not exceed the 60 month wage step.

# NEW ENGLAND IBEW

## WAGE TABLE: 03 EFFECTIVE AUGUST 21, 2022

### Building Specialist

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
<b>WAGE STEP</b>	<b>ZONE 1</b>	<b>ZONE 1</b>
Start	\$532.71	\$532.71
6 Mos.	\$627.50	
12 Mos.	\$740.08	\$627.50
18 Mos.	\$871.51	
24 Mos.	\$1,028.24	\$740.08
30 Mos.	\$1,210.85	
36 Mos.	\$1,425.76	\$871.51
48 Mos.		\$1,028.24
60 Mos.		\$1,210.85
72 Mos.		\$1,425.76
<b>PENSION BAND</b>	<b>117</b>	



# NEW ENGLAND IBEW

## WAGE TABLE: 05 EFFECTIVE AUGUST 21, 2022

### Automotive Mechanic

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$502.55	\$502.55
6 Mos.	\$588.19	
12 Mos.	\$685.14	\$588.19
18 Mos.	\$802.03	
24 Mos.	\$937.77	\$685.14
30 Mos.	\$1,096.65	
36 Mos.	\$1,281.95	\$802.03
48 Mos.		\$937.77
60 Mos.		\$1,096.65
72 Mos.		\$1,281.95
PENSION BAND	113	

# NEW ENGLAND IBEW

## WAGE TABLE: 06 EFFECTIVE AUGUST 21, 2022

### Facilities Assigner, Network Services Coordinator, Translations Administrator

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$530.02	\$530.02
6 Mos.	\$628.59	
12 Mos.	\$746.54	\$628.59
18 Mos.	\$888.75	
24 Mos.	\$1,057.87	\$746.54
30 Mos.	\$1,255.56	
36 Mos.	\$1,491.48	\$888.75
48 Mos.		\$1,057.87
60 Mos.		\$1,255.56
72 Mos.		\$1,491.48
PENSION BAND	118	

# NEW ENGLAND IBEW

## WAGE TABLE: 07 EFFECTIVE AUGUST 21, 2022

### Building Attendant, Garage Attendant, Head Building Attendant

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$488.00	\$488.00
6 Mos.	\$564.49	
12 Mos.	\$651.21	\$564.49
18 Mos.	\$754.63	
24 Mos.	\$872.58	\$651.21
30 Mos.	\$1,011.02	
36 Mos. Note 1 (Table A)	\$1,169.37	\$754.63
48 Mos.		\$872.58
60 Mos.		\$1,011.02
72 Mos. Note 1 (Table B)		\$1,169.37
PENSION BAND	110	
Head Building Attend, Note 2	\$1,235.63	\$1,235.63
PENSION BAND	112	

# NEW ENGLAND IBEW

## WAGE TABLE: 08 EFFECTIVE AUGUST 21, 2022

### Customer Service Assistant, Fiber Customer Support Analyst, Customer Support Analyst

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$530.02	\$530.02
6 Mos.	\$622.13	
12 Mos.	\$729.84	\$622.13
18 Mos.	\$858.05	
24 Mos.	\$1,007.24	\$729.84
30 Mos.	\$1,179.60	
36 Mos. Notes 1, 2 (Table A)	\$1,384.83	\$858.05
PENSION BAND	116	
42 Mos. Note 3 (Table B)	\$1,481.24	
PENSION BAND	116	
48 Mos.		\$1,007.24
60 Mos.		\$1,179.60
72 Mos. Notes 1, 2 (Table B)		\$1,384.83
84 Mos. Note 3 (Table B)		\$1,481.24

Note 1 – Customer Service Assistants who, in addition to their normal occupational duties, are designated and assigned by Management to assist in customer appeal matters in the Customer Service Bureau will receive a differential of \$15.00 for each day assigned.

Note 2 – Maximum Customer Service Assistant rate.

Note 3 – Fiber Customer Support Analyst, Customer Support Analyst maximum rate.

# NEW ENGLAND IBEW

## WAGE TABLE: 09 EFFECTIVE AUGUST 21, 2022

### Coin Telephone Collector

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$528.94	\$528.94
6 Mos.	\$621.04	
12 Mos.	\$729.31	\$621.04
18 Mos.	\$856.42	
24 Mos.	\$1,007.24	\$729.31
30 Mos.	\$1,182.83	
36 Mos.	\$1,389.66	\$856.42
48 Mos.		\$1,007.24
60 Mos.		\$1,182.83
72 Mos.		\$1,389.66
PENSION BAND	117	

Note – Coin Telephone Collector designated and assigned to drive a Coin Transport Van registered in excess of 18,000 lbs. gross weight for a week or more shall receive an additional \$10.00 per week.

# NEW ENGLAND IBEW

## WAGE TABLE: 10 EFFECTIVE AUGUST 21, 2022

### Coin Telephone Assistant

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$544.57	\$544.57
6 Mos.	\$623.74	
12 Mos.	\$712.62	\$623.74
18 Mos.	\$817.11	
24 Mos.	\$934.52	\$712.62
30 Mos.	\$1,071.88	
36 Mos.	\$1,227.54	\$817.11
42 Mos.	\$1,404.23	
48 Mos.	\$1,607.82	\$934.52
60 Mos.		\$1,071.88
72 Mos.		\$1,227.54
84 Mos.		\$1,404.23
96 Mos.		\$1,607.82
PENSION BAND	122	

# NEW ENGLAND IBEW

## WAGE TABLE: 13 EFFECTIVE AUGUST 21, 2022

### Office Assistant

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$472.84	\$472.84
6 Mos.	\$554.44	
12 Mos.	\$650.95	\$554.44
18 Mos.	\$765.28	
24 Mos.	\$898.57	\$650.95
30 Mos.	\$1,054.85	
36 Mos.	\$1,238.71	\$765.28
48 Mos.		\$898.57
60 Mos.		\$1,054.85
72 Mos.		\$1,238.71
PENSION BAND	110	

# NEW ENGLAND IBEW

## WAGE TABLE: 15 EFFECTIVE AUGUST 21, 2022

### Administrative Assistant

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$487.21	\$487.21
6 Mos.	\$574.53	
12 Mos.	\$674.51	\$574.53
18 Mos.	\$795.75	
24 Mos.	\$938.80	\$674.51
30 Mos.	\$1,106.56	
36 Mos.	\$1,305.36	\$795.75
48 Mos.		\$938.80
60 Mos.		\$1,106.56
72 Mos.		\$1,305.36
PENSION BAND	111	



# NEW ENGLAND IBEW

## WAGE TABLE: 17 EFFECTIVE AUGUST 7, 2016

### Special Assistant

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$536.62	\$536.62
6 Mos.	\$627.97	
12 Mos.	\$735.42	\$627.97
18 Mos.	\$859.51	
24 Mos.	\$1,004.86	\$735.42
30 Mos.	\$1,174.37	
36 Mos.	\$1,375.46	\$859.51
48 Mos.		\$1,004.86
60 Mos.		\$1,174.37
72 Mos.		\$1,375.46
PENSION BAND	113	

Note – Special Assistants in the Sales Bargaining Unit who, in addition to their normal duties, are designated and assigned by Management to perform various administrative functions will receive a daily differential of eight and one half percent (8.5%) of the maximum progression rate of the wage table involved for each day so assigned.

# NEW ENGLAND IBEW

## WAGE TABLE: 18 EFFECTIVE AUGUST 21, 2022

### Driver B

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$570.41	\$570.41
6 Mos.	\$639.90	
12 Mos.	\$712.62	\$639.90
18 Mos.	\$797.72	
24 Mos.	\$891.45	\$712.62
30 Mos.	\$997.01	
36 Mos.	\$1,116.58	\$797.72
42 Mos.	\$1,248.01	
48 Mos.	\$1,395.05	\$891.45
60 Mos.		\$997.01
72 Mos.		\$1,116.58
84 Mos.		\$1,248.01
96 Mos.		\$1,395.05
PENSION BAND	116	

# NEW ENGLAND IBEW

## WAGE TABLE: 19 EFFECTIVE AUGUST 21, 2022

### Driver A

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$736.84	\$736.84
6 Mos.	\$813.33	
12 Mos.	\$895.21	\$813.33
18 Mos.	\$987.32	
24 Mos.	\$1,089.66	\$895.21
30 Mos.	\$1,199.54	
36 Mos.	\$1,323.42	\$987.32
42 Mos.	\$1,457.54	
48 Mos.	\$1,607.82	\$1,089.66
60 Mos.		\$1,199.54
72 Mos.		\$1,323.42
84 Mos.		\$1,457.54
96 Mos.		\$1,607.82
PENSION BAND	122	

# NEW ENGLAND IBEW

## WAGE TABLE: 20 EFFECTIVE AUGUST 21, 2022

### Head Materiel Attendant, Materiel Assistant, Materiel Attendant

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$457.31	\$457.31
6 Mos.	\$512.78	
12 Mos.	\$573.65	\$512.78
18 Mos.	\$646.36	
24 Mos.	\$725.00	\$573.65
30 Mos.	\$813.88	
36 Mos.	\$911.37	\$646.36
42 Mos.	\$1,023.94	
48 Mos. Note 3 (Table A)	\$1,150.52	\$725.00
PENSION BAND	109	
54 Mos. Note 1 (Table A)	\$1,280.86	
60 Mos.		\$813.88
72 Mos.		\$911.37
84 Mos.		\$1,023.94
96 Mos. Note 3 (Table B)		\$1,150.52
PENSION BAND	113	
108 Mos. Note 1 (Table B)		\$1,280.86
Head Materiel Attend, Note 2	\$1,381.60	\$1,381.60
PENSION BAND	116	

Note 1 – Maximum Rate – Materiel Attendant.

Note 2 – Employee shall receive the difference between the Head Materiel Attendant maximum rate and the Materiel Attendant maximum rate added to the employee's current rate when designated and assigned by Management.

Note 3 – Maximum Rate – Materiel Assistant – Regular Full Time Materiel Assistants will be canvassed for voluntary transfer to fill a Materiel Attendant vacancy at their reporting location, prior to posting the vacancy for bid.

# NEW ENGLAND IBEW

## WAGE TABLE: 31\*\* EFFECTIVE AUGUST 21, 2022

### Operator, Service Assistant, Service Assistant Aide

Employees hired on or before Aug. 9, 1998	
WAGE STEP	ZONE 1
Start	\$472.84
6 Mos.	\$554.44
12 Mos.	\$650.95
18 Mos.	\$765.28
24 Mos.	\$898.57
30 Mos.	\$1,054.85
36 Mos. Note 1	\$1,238.71
PENSION BAND	111
Service Asst. Aide Note 2	\$1,251.35
PENSION BAND	111
Service Asst. Note 3	\$1,304.21
PENSION BAND	112

Note 1 – Maximum Operator Rate.

Note 2 & 3 – When designated by Management, employee shall receive the difference between Note 1 maximum rate and the Notes 2 and 3 rate as appropriate added to the employee's current rate.

\*\*This wage table is applicable to employees hired or rehired on or before August 9, 1998.

# NEW ENGLAND IBEW

## WAGE TABLE: 31A EFFECTIVE AUGUST 21, 2022

### Operator, Service Assistant, Service Assistant Aide

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
<b>WAGE STEP</b>	<b>ZONE 1</b>	<b>ZONE 1</b>
Start	\$457.31	\$457.31
6 Mos.	\$512.78	
12 Mos.	\$573.65	\$512.78
18 Mos.	\$646.36	
24 Mos.	\$725.00	\$573.65
30 Mos.	\$813.88	
36 Mos.	\$911.37	\$646.36
42 Mos.	\$1,023.94	
48 Mos.	\$1,023.94	
54 Mos.	\$1,023.94	
60 Mos. Note 1 (Table A)	\$1,150.52	\$725.00
72 Mos.		\$911.37
84 Mos.		\$1,023.94
96 Mos.		\$1,023.94
108 Mos.		\$1,023.94
120 Mos. Note 1 (Table B)		\$1,150.52
<b>PENSION BAND</b>	<b>113</b>	
Service Asst. Aide Note 2		\$1,280.86
<b>PENSION BAND</b>	<b>113</b>	
Service Asst. Aide Note 3	\$1,381.60	\$1,381.60
<b>PENSION BAND</b>	<b>116</b>	

Note 1 – Maximum Operator Rate.

Note 2 & 3 – when designated by Management, employee shall receive the difference between Note 1 maximum rate and the Notes 2 and 3 rate as appropriate added to the employee's current rate.

\*\* This wage table is applicable to employees hired or rehired after August 9, 1998.



# NEW ENGLAND IBEW

## WAGE TABLE: 93 EFFECTIVE AUGUST 21, 2022

### Service Representative

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$554.44	\$554.44
6 Mos.	\$656.13	
12 Mos.	\$778.51	\$656.13
18 Mos.	\$923.29	
24 Mos.	\$1,092.20	\$778.51
30 Mos.	\$1,295.01	
36 Mos.	\$1,532.87	\$923.29
48 Mos.		\$1,092.20
60 Mos.		\$1,295.01
72 Mos.		\$1,532.87
PENSION BAND	119	

Note 1 – Service Representatives who, in addition to their normal duties, are designated by management to perform non incidental assigned administrative functions will receive a daily differential of 10% for each day assigned.

# NEW ENGLAND IBEW

## WAGE TABLE: 94 EFFECTIVE AUGUST 21, 2022

### Public Communications Sales Specialist Representative

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$569.37	\$569.37
6 Mos.	\$683.72	
12 Mos.	\$819.29	\$683.72
18 Mos.	\$983.04	
24 Mos.	\$1,176.67	\$819.29
30 Mos.	\$1,411.64	
36 Mos.	\$1,692.04	\$983.04
48 Mos.		\$1,176.67
60 Mos.		\$1,411.64
72 Mos.		\$1,692.04
PENSION BAND	120	

**EXHIBIT G2**

**Wage Tables  
Effective: August 6, 2017**

# NEW ENGLAND IBEW

## WAGE TABLE: 01 EFFECTIVE AUGUST 27, 2023

### Contract Work Inspector, Power Follow Thru Inspector, Staff Assistant-Craft, Telecommunications Assistant, Toll Assigner

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$573.26	\$573.26
6 Mos.	\$665.35	
12 Mos.	\$774.95	\$665.35
18 Mos.	\$903.75	
24 Mos.	\$1,052.83	\$774.95
30 Mos.	\$1,224.91	
36 Mos.	\$1,426.60	\$903.75
42 Mos.	\$1,660.61	
48 Mos.	\$1,935.73	\$1,052.83
60 Mos.		\$1,224.91
72 Mos.		\$1,426.60
84 Mos.		\$1,660.61
96 Mos.		\$1,935.73
PENSION BAND	130	

Note 1 – Employees will receive maximum rate when designated and assigned provided employee was receiving the rated and assigned rate on Table 2 or upon completion of the Next Step Program as provided in Article G22A.

# NEW ENGLAND IBEW

## WAGE TABLE: 02 EFFECTIVE AUGUST 27, 2023

**Automotive Equipment Mechanic, Building Equipment  
Mechanic, Central Office Technician,  
Equipment Installation Technician, Facilities Assigner  
EA, Metrology Technician,  
Fiber Network Technician, Outside Plant Technician,  
Splice-Service Technician, Transmission Technician**

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$642.33	\$642.33
6 Mos.	\$734.39	
12 Mos.	\$839.62	\$734.39
18 Mos.	\$959.66	
24 Mos.	\$1,095.57	\$839.62
30 Mos.	\$1,252.33	
36 Mos.	\$1,432.08	\$959.66
42 Mos. Note 1 (Table A)	\$1,635.96	
PENSION BAND	122	
48 Mos. Notes 2,3,4 (Table A)	\$1,757.63	\$1,095.57
PENSION BAND	125	
60 Mos.		\$1,252.33
72 Mos.		\$1,432.08
84 Mos. Note 1 (Table B)		\$1,635.96
96 Mos. Notes 2,3,4 (Table B)		\$1,757.63

Note 1 – Maximum progression rate – C.O. Technician, Equipment Installation Technician, Outside Plant Technician, Splice-Service Technician, and Facilities Assigners who were assigned permanently to the Estimate Assigner job title as of August 29, 1994.

Note 2 – When rated and assigned as C.O. Technician – Switch E.I. Technician – Test, Head Outside Plant Technician, Splice-Service Technician – Journey/Systems, Facilities Assigner, who were assigned permanently to the Estimate Assigner job title as of August 29, 1994, and after not less than 6 months at the maximum progression rate.

Note 3 – Outside Plant Technician, when assigned a Head Outside Plant Technician will be paid the differential between the Outside Plant Technician maximum rate and the Head Outside Plant Technician rate.

Note 4 – Transmission Technician, Building Equipment Mechanic, and Automotive Equipment Mechanic maximum rate.

Note 5 – Splice-Service Technicians who, in addition to their normal occupational duties are designated and assigned by Management for all or part of a day to distribute work assignments and provide incidental direction to other Splice-Service Technicians, all under the direct supervision of the immediate supervisor, shall receive a differential of \$10.00 for each day assigned.

Note 6 – Employees who were at the 12 Month rate through the 60 Month rate on the 60 Month Wage Table of the 1998 Labor Agreement are moved to the Wage Step on the new 48 Month Table which corresponds to the associated wage rate on the 60 Month Table. (It will be 12 Months less than their Wage Step on the 60 Month Table.)

Note 7 – Employees hired on or after February 22, 2015 in the Broadband Installer job title will not exceed the 60 month wage step.

# NEW ENGLAND IBEW

## WAGE TABLE: 03 EFFECTIVE AUGUST 27, 2023

### Building Specialist

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
<b>WAGE STEP</b>	<b>ZONE 1</b>	<b>ZONE 1</b>
Start	\$542.03	\$542.03
6 Mos.	\$638.48	
12 Mos.	\$753.03	\$638.48
18 Mos.	\$886.76	
24 Mos.	\$1,046.23	\$753.03
30 Mos.	\$1,232.04	
36 Mos.	\$1,450.71	\$886.76
48 Mos.		\$1,046.23
60 Mos.		\$1,232.04
72 Mos.		\$1,450.71
<b>PENSION BAND</b>	<b>117</b>	

# NEW ENGLAND IBEW

## WAGE TABLE: 05 EFFECTIVE AUGUST 27, 2023

### Automotive Mechanic

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$511.34	\$511.34
6 Mos.	\$598.48	
12 Mos.	\$697.13	\$598.48
18 Mos.	\$816.07	
24 Mos.	\$954.18	\$697.13
30 Mos.	\$1,115.84	
36 Mos.	\$1,304.38	\$816.07
48 Mos.		\$954.18
60 Mos.		\$1,115.84
72 Mos.		\$1,304.38
PENSION BAND	113	



# NEW ENGLAND IBEW

## WAGE TABLE: 06 EFFECTIVE AUGUST 27, 2023

### Facilities Assigner, Network Services Coordinator, Translations Administrator

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$539.30	\$539.30
6 Mos.	\$639.59	
12 Mos.	\$759.60	\$639.59
18 Mos.	\$904.30	
24 Mos.	\$1,076.38	\$759.60
30 Mos.	\$1,277.53	
36 Mos.	\$1,517.58	\$904.30
48 Mos.		\$1,076.38
60 Mos.		\$1,277.53
72 Mos.		\$1,517.58
PENSION BAND	118	

# NEW ENGLAND IBEW

## WAGE TABLE: 07 EFFECTIVE AUGUST 27, 2023

### Building Attendant, Garage Attendant, Head Building Attendant

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$496.54	\$496.54
6 Mos.	\$574.37	
12 Mos.	\$662.61	\$574.37
18 Mos.	\$767.84	
24 Mos.	\$887.85	\$662.61
30 Mos.	\$1,028.71	
36 Mos. Note 1 (Table A)	\$1,189.83	\$767.84
48 Mos.		\$887.85
60 Mos.		\$1,028.71
72 Mos. Note 1 (Table B)		\$1,189.83
PENSION BAND	110	
Head Building Attend, Note 2	\$1,257.25	\$1,257.25
PENSION BAND	112	

Note 1 – Maximum Rate – Building Attendant and Garage Attendant, Building Attendant having a certificate of Competency and Second Class Fireman's License, when designated and assigned by Management.

Note 2 – When designated and assigned by Management.

# NEW ENGLAND IBEW

## WAGE TABLE: 08 EFFECTIVE AUGUST 27, 2023

### Customer Service Assistant, Fiber Customer Support Analyst, Customer Support Analyst

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$539.30	\$539.30
6 Mos.	\$633.02	
12 Mos.	\$742.61	\$633.02
18 Mos.	\$873.07	
24 Mos.	\$1,024.87	\$742.61
30 Mos.	\$1,200.24	
36 Mos. Notes 1, 2 (Table A)	\$1,409.06	\$873.07
PENSION BAND	116	
42 Mos. Note 3 (Table B)	\$1,507.16	
PENSION BAND	116	
48 Mos.		\$1,024.87
60 Mos.		\$1,200.24
72 Mos. Notes 1, 2 (Table B)		\$1,409.06
84 Mos. Note 3 (Table B)		\$1,507.16

Note 1 – Customer Service Assistants who, in addition to their normal occupational duties, are designated and assigned by Management to assist in customer appeal matters in the Customer Service Bureau will receive a differential of \$15.00 for each day assigned.

Note 2 – Maximum Customer Service Assistant rate.

Note 3 – Fiber Customer Support Analyst, Customer Support Analyst maximum rate.

# NEW ENGLAND IBEW

## WAGE TABLE: 09 EFFECTIVE AUGUST 27, 2023

### Coin Telephone Collector

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$538.20	\$538.20
6 Mos.	\$631.91	
12 Mos.	\$742.07	\$631.91
18 Mos.	\$871.41	
24 Mos.	\$1,024.87	\$742.07
30 Mos.	\$1,203.53	
36 Mos.	\$1,413.98	\$871.41
48 Mos.		\$1,024.87
60 Mos.		\$1,203.53
72 Mos.		\$1,413.98
PENSION BAND	117	

Note – Coin Telephone Collector designated and assigned to drive a Coin Transport Van registered in excess of 18,000 lbs. gross weight for a week or more shall receive an additional \$10.00 per week.

# NEW ENGLAND IBEW

## WAGE TABLE: 10 EFFECTIVE AUGUST 27, 2023

### Coin Telephone Assistant

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
<b>WAGE STEP</b>	<b>ZONE 1</b>	<b>ZONE 1</b>
Start	\$554.10	\$554.10
6 Mos.	\$634.66	
12 Mos.	\$725.09	\$634.66
18 Mos.	\$831.41	
24 Mos.	\$950.87	\$725.09
30 Mos.	\$1,090.64	
36 Mos.	\$1,249.02	\$831.41
42 Mos.	\$1,428.80	
48 Mos.	\$1,635.96	\$950.87
60 Mos.		\$1,090.64
72 Mos.		\$1,249.02
84 Mos.		\$1,428.80
96 Mos.		\$1,635.96
<b>PENSION BAND</b>	<b>122</b>	

# NEW ENGLAND IBEW

## WAGE TABLE: 13 EFFECTIVE AUGUST 27, 2023

### Office Assistant

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$481.11	\$481.11
6 Mos.	\$564.14	
12 Mos.	\$662.34	\$564.14
18 Mos.	\$778.67	
24 Mos.	\$914.30	\$662.34
30 Mos.	\$1,073.31	
36 Mos.	\$1,260.39	\$778.67
48 Mos.		\$914.30
60 Mos.		\$1,073.31
72 Mos.		\$1,260.39
PENSION BAND	110	

# NEW ENGLAND IBEW

## WAGE TABLE: 15 EFFECTIVE AUGUST 27, 2023

### Administrative Assistant

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$495.74	\$495.74
6 Mos.	\$584.58	
12 Mos.	\$686.31	\$584.58
18 Mos.	\$809.68	
24 Mos.	\$955.23	\$686.31
30 Mos.	\$1,125.92	
36 Mos.	\$1,328.20	\$809.68
48 Mos.		\$955.23
60 Mos.		\$1,125.92
72 Mos.		\$1,328.20
PENSION BAND	111	

# NEW ENGLAND IBEW

## WAGE TABLE: 17 EFFECTIVE AUGUST 27, 2023

### Special Assistant

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$546.01	\$546.01
6 Mos.	\$638.96	
12 Mos.	\$748.29	\$638.96
18 Mos.	\$874.55	
24 Mos.	\$1,022.45	\$748.29
30 Mos.	\$1,194.92	
36 Mos.	\$1,399.53	\$874.55
48 Mos.		\$1,022.45
60 Mos.		\$1,194.92
72 Mos.		\$1,399.53
PENSION BAND	113	

Note – Special Assistants in the Sales Bargaining Unit who, in addition to their normal duties, are designated and assigned by Management to perform various administrative functions will receive a daily differential of eight and one half percent (8.5%) of the maximum progression rate of the wage table involved for each day so assigned.



# NEW ENGLAND IBEW

## WAGE TABLE: 18 EFFECTIVE AUGUST 27, 2023

### Driver B

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$580.39	\$580.39
6 Mos.	\$651.10	
12 Mos.	\$725.09	\$651.10
18 Mos.	\$811.68	
24 Mos.	\$907.05	\$725.09
30 Mos.	\$1,014.46	
36 Mos.	\$1,136.12	\$811.68
42 Mos.	\$1,269.85	
48 Mos.	\$1,419.46	\$907.05
60 Mos.		\$1,014.46
72 Mos.		\$1,136.12
84 Mos.		\$1,269.85
96 Mos.		\$1,419.46
PENSION BAND	116	

# NEW ENGLAND IBEW

## WAGE TABLE: 19 EFFECTIVE AUGUST 27, 2023

### Driver A

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$749.73	\$749.73
6 Mos.	\$827.56	
12 Mos.	\$910.88	\$827.56
18 Mos.	\$1,004.60	
24 Mos.	\$1,108.73	\$910.88
30 Mos.	\$1,220.53	
36 Mos.	\$1,346.58	\$1,004.60
42 Mos.	\$1,483.05	
48 Mos.	\$1,635.96	\$1,108.73
60 Mos.		\$1,220.53
72 Mos.		\$1,346.58
84 Mos.		\$1,483.05
96 Mos.		\$1,635.96
PENSION BAND	122	

# NEW ENGLAND IBEW

## WAGE TABLE: 20 EFFECTIVE AUGUST 27, 2023

### Head Materiel Attendant, Materiel Assistant, Materiel Attendant

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
<b>WAGE STEP</b>	<b>ZONE 1</b>	<b>ZONE 1</b>
Start	\$465.31	\$465.31
6 Mos.	\$521.75	
12 Mos.	\$583.69	\$521.75
18 Mos.	\$657.67	
24 Mos.	\$737.69	\$583.69
30 Mos.	\$828.12	
36 Mos.	\$927.32	\$657.67
42 Mos.	\$1,041.86	
48 Mos. Note 3 (Table A)	\$1,170.65	\$737.69
<b>PENSION BAND</b>	<b>109</b>	
54 Mos. Note 1 (Table A)	\$1,303.28	
60 Mos.		\$828.12
72 Mos.		\$927.32
84 Mos.		\$1,041.86
96 Mos. Note 3 (Table B)		\$1,170.65
<b>PENSION BAND</b>	<b>113</b>	
108 Mos. Note 1 (Table B)		\$1,303.28
Head Materiel Attend, Note 2	\$1,405.78	\$1,405.78
<b>PENSION BAND</b>	<b>116</b>	

Note 1 – Maximum Rate – Materiel Attendant.

Note 2 – Employee shall receive the difference between the Head Materiel Attendant maximum rate and the Materiel Attendant maximum rate added to the employee's current rate when designated and assigned by Management.

Note 3 – Maximum Rate – Materiel Assistant – Regular Full Time Materiel Assistants will be canvassed for voluntary transfer to fill a Materiel Attendant vacancy at their reporting location, prior to posting the vacancy for bid.

# NEW ENGLAND IBEW

## WAGE TABLE: 31\*\* EFFECTIVE AUGUST 27, 2023

### Operator, Service Assistant, Service Assistant Aide

Employees Hired On or After February 22, 2015	
WAGE STEP	ZONE 1
Start	\$481.11
6 Mos.	\$564.14
12 Mos.	\$662.34
18 Mos.	\$778.67
24 Mos.	\$914.30
30 Mos.	\$1,073.31
36 Mos. Note 1	\$1,260.39
PENSION BAND	111
Service Asst. Aide Note 2	\$1,273.25
PENSION BAND	111
Service Asst. Note 3	\$1,327.03
PENSION BAND	112

Note 1 – Maximum Operator Rate.

Note 2 & 3 – When designated by Management, employee shall receive the difference between Note 1 maximum rate and the Notes 2 and 3 rate as appropriate added to the employee's current rate.

\*\*This wage table is applicable to employees hired or rehired on or before August 9, 1998.

# NEW ENGLAND IBEW

## WAGE TABLE: 31A EFFECTIVE AUGUST 27, 2023

### Operator, Service Assistant, Service Assistant Aide

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$481.11	\$481.11
6 Mos.	\$530.23	
12 Mos.	\$582.84	\$530.23
18 Mos.	\$641.89	
24 Mos.	\$706.79	\$582.84
30 Mos.	\$778.67	
36 Mos.	\$856.44	\$641.89
42 Mos.	\$944.72	
48 Mos.	\$1,038.83	\$706.79
54 Mos.	\$1,145.81	
60 Mos. Note 1 (Table A)	\$1,260.39	\$778.67
72 Mos.		\$856.44
84 Mos.		\$944.72
96 Mos.		\$1,038.83
108 Mos.		\$1,145.81
120 Mos. Note 1 (Table B)		\$1,260.39
PENSION BAND	111	
Service Asst. Aide Note 2	\$1,273.25	\$1,273.25
PENSION BAND	111	
Service Asst. Aide Note 3	\$1,325.87	\$1,325.87
PENSION BAND	112	

Note 1 – Maximum Operator Rate.

Note 2 & 3 – when designated by Management, employee shall receive the difference between Note 1 maximum rate and the Notes 2 and 3 rate as appropriate added to the employee's current rate.

\*\* This wage table is applicable to employees hired or rehired after August 9, 1998.

# NEW ENGLAND IBEW

## WAGE TABLE: 93 EFFECTIVE AUGUST 27, 2023

### Service Representative

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$564.14	\$564.14
6 Mos.	\$667.61	
12 Mos.	\$792.13	\$667.61
18 Mos.	\$939.45	
24 Mos.	\$1,111.31	\$792.13
30 Mos.	\$1,317.67	
36 Mos.	\$1,559.70	\$939.45
48 Mos.		\$1,111.31
60 Mos.		\$1,317.67
72 Mos.		\$1,559.70
PENSION BAND	119	

Note 1 – Service Representatives who, in addition to their normal duties, are designated by management to perform non incidental assigned administrative functions will receive a daily differential of 10% for each day assigned.



# NEW ENGLAND IBEW

## WAGE TABLE: 94 EFFECTIVE AUGUST 27, 2023

### Public Communications Sales Specialist Representative

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$579.33	\$579.33
6 Mos.	\$695.69	
12 Mos.	\$833.63	\$695.69
18 Mos.	\$1,000.24	
24 Mos.	\$1,197.26	\$833.63
30 Mos.	\$1,436.34	
36 Mos.	\$1,721.65	\$1,000.24
48 Mos.		\$1,197.26
60 Mos.		\$1,436.34
72 Mos.		\$1,721.65
PENSION BAND	120	

# NEW ENGLAND IBEW

## WAGE TABLE: 01 EFFECTIVE AUGUST 25, 2024

### Contract Work Inspector, Power Follow Thru Inspector, Staff Assistant-Craft, Telecommunications Assistant, Toll Assigner

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$584.73	\$584.73
6 Mos.	\$678.66	
12 Mos.	\$790.45	\$678.66
18 Mos.	\$921.83	
24 Mos.	\$1,073.89	\$790.45
30 Mos.	\$1,249.41	
36 Mos.	\$1,455.13	\$921.83
42 Mos.	\$1,693.82	
48 Mos.	\$1,974.44	\$1,073.89
60 Mos.		\$1,249.41
72 Mos.		\$1,455.13
84 Mos.		\$1,693.82
96 Mos.		\$1,974.44
PENSION BAND	130	

Note 1 – Employees will receive maximum rate when designated and assigned provided employee was receiving the rated and assigned rate on Table 2 or upon completion of the Next Step Program as provided in Article G22A.

# NEW ENGLAND IBEW

## WAGE TABLE: 02 EFFECTIVE AUGUST 25, 2024

**Automotive Equipment Mechanic, Building Equipment  
Mechanic, Central Office Technician,  
Equipment Installation Technician, Facilities Assigner  
EA, Metrology Technician,  
Fiber Network Technician, Outside Plant Technician,  
Splice-Service Technician, Transmission Technician**

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
<b>WAGE STEP</b>	<b>ZONE 1</b>	<b>ZONE 1</b>
Start	\$655.18	\$655.18
6 Mos.	\$749.08	
12 Mos.	\$856.41	\$749.08
18 Mos.	\$978.85	
24 Mos.	\$1,117.48	\$856.41
30 Mos.	\$1,277.38	
36 Mos.	\$1,460.72	\$978.85
42 Mos. Note 1 (Table A)	\$1,668.68	
<b>PENSION BAND</b>	<b>122</b>	
48 Mos. Notes 2,3,4 (Table A)	\$1,792.78	\$1,117.48
<b>PENSION BAND</b>	<b>125</b>	
60 Mos.		\$1,277.38
72 Mos.		\$1,460.72
84 Mos. Note 1 (Table B)		\$1,668.68
96 Mos. Notes 2,3,4 (Table B)		\$1,792.78

Note 1 – Maximum progression rate – C.O. Technician, Equipment Installation Technician, Outside Plant Technician, Splice-Service Technician, and Facilities Assigners who were assigned permanently to the Estimate Assigner job title as of August 29, 1994.

Note 2 – When rated and assigned as C.O. Technician – Switch E.I. Technician – Test, Head Outside Plant Technician, Splice-Service Technician – Journey/Systems, Facilities Assigner, who were assigned permanently to the Estimate Assigner job title as of August 29, 1994, and after not less than 6 months at the maximum progression rate.

Note 3 – Outside Plant Technician, when assigned a Head Outside Plant Technician will be paid the differential between the Outside Plant Technician maximum rate and the Head Outside Plant Technician rate.

Note 4 – Transmission Technician, Building Equipment Mechanic, and Automotive Equipment Mechanic maximum rate.

Note 5 – Splice-Service Technicians who, in addition to their normal occupational duties are designated and assigned by Management for all or part of a day to distribute work assignments and provide incidental direction to other Splice-Service Technicians, all under the direct supervision of the immediate supervisor, shall receive a differential of \$10.00 for each day assigned.

Note 6 – Employees who were at the 12 Month rate through the 60 Month rate on the 60 Month Wage Table of the 1998 Labor Agreement are moved to the Wage Step on the new 48 Month Table which corresponds to the associated wage rate on the 60 Month Table. (It will be 12 Months less than their Wage Step on the 60 Month Table.)

Note 7 – Employees hired on or after February 22, 2015 in the Broadband Installer job title will not exceed the 60 month wage step.

# NEW ENGLAND IBEW

## WAGE TABLE: 03 EFFECTIVE AUGUST 25, 2024

### Building Specialist

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
<b>WAGE STEP</b>	<b>ZONE 1</b>	<b>ZONE 1</b>
Start	\$552.87	\$552.87
6 Mos.	\$651.25	
12 Mos.	\$768.09	\$651.25
18 Mos.	\$904.50	
24 Mos.	\$1,067.15	\$768.09
30 Mos.	\$1,256.68	
36 Mos.	\$1,479.72	\$904.50
48 Mos.		\$1,067.15
60 Mos.		\$1,256.68
72 Mos.		\$1,479.72
<b>PENSION BAND</b>	<b>117</b>	

# NEW ENGLAND IBEW

## WAGE TABLE: 05 EFFECTIVE AUGUST 25, 2024

### Automotive Mechanic

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$521.57	\$521.57
6 Mos.	\$610.45	
12 Mos.	\$711.07	\$610.45
18 Mos.	\$832.39	
24 Mos.	\$973.26	\$711.07
30 Mos.	\$1,138.16	
36 Mos.	\$1,330.47	\$832.39
48 Mos.		\$973.26
60 Mos.		\$1,138.16
72 Mos.		\$1,330.47
PENSION BAND	113	

# NEW ENGLAND IBEW

## WAGE TABLE: 06 EFFECTIVE AUGUST 25, 2024

### Facilities Assigner, Network Services Coordinator, Translations Administrator

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$550.09	\$550.09
6 Mos.	\$652.38	
12 Mos.	\$774.79	\$652.38
18 Mos.	\$922.39	
24 Mos.	\$1,097.91	\$774.79
30 Mos.	\$1,303.08	
36 Mos.	\$1,547.93	\$922.39
48 Mos.		\$1,097.91
60 Mos.		\$1,303.08
72 Mos.		\$1,547.93
PENSION BAND	118	

# NEW ENGLAND IBEW

## WAGE TABLE: 07 EFFECTIVE AUGUST 25, 2024

### Building Attendant, Garage Attendant, Head Building Attendant

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$506.47	\$506.47
6 Mos.	\$585.86	
12 Mos.	\$675.86	\$585.86
18 Mos.	\$783.20	
24 Mos.	\$905.61	\$675.86
30 Mos.	\$1,049.28	
36 Mos. Note 1 (Table A)	\$1,213.63	\$783.20
48 Mos.		\$905.61
60 Mos.		\$1,049.28
72 Mos. Note 1 (Table B)		\$1,213.63
PENSION BAND	110	
Head Building Attend, Note 2	\$1,279.25	\$1,282.40
PENSION BAND	112	

Note 1 – Maximum Rate – Building Attendant and Garage Attendant, Building Attendant having a certificate of Competency and Second Class Fireman's License, when designated and assigned by Management.

Note 2 – When designated and assigned by Management.



# NEW ENGLAND IBEW

## WAGE TABLE: 08 EFFECTIVE AUGUST 25, 2024

### Customer Service Assistant, Fiber Customer Support Analyst, Customer Support Analyst

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
<b>WAGE STEP</b>	<b>ZONE 1</b>	<b>ZONE 1</b>
Start	\$550.09	\$550.09
6 Mos.	\$645.68	\$0.00
12 Mos.	\$757.46	\$645.68
18 Mos.	\$890.53	\$0.00
24 Mos.	\$1,045.37	\$757.46
30 Mos.	\$1,224.24	\$0.00
36 Mos. Notes 1, 2 (Table A)	\$1,437.24	\$890.53
<b>PENSION BAND</b>	<b>116</b>	
42 Mos. Note 3 (Table B)	\$1,537.30	
<b>PENSION BAND</b>	<b>116</b>	
48 Mos.		\$1,045.37
60 Mos.		\$1,224.24
72 Mos. Notes 1, 2 (Table B)		\$1,437.24
84 Mos. Note 3 (Table B)		\$1,537.30

Note 1 – Customer Service Assistants who, in addition to their normal occupational duties, are designated and assigned by Management to assist in customer appeal matters in the Customer Service Bureau will receive a differential of \$15.00 for each day assigned.

Note 2 – Maximum Customer Service Assistant rate.

Note 3 – Fiber Customer Support Analyst, Customer Support Analyst maximum rate.

# NEW ENGLAND IBEW

## WAGE TABLE: 09 EFFECTIVE AUGUST 25, 2024

### Coin Telephone Collector

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$548.96	\$548.96
6 Mos.	\$644.55	
12 Mos.	\$756.91	\$644.55
18 Mos.	\$888.84	
24 Mos.	\$1,045.37	\$756.91
30 Mos.	\$1,227.60	
36 Mos.	\$1,442.26	\$888.84
48 Mos.		\$1,045.37
60 Mos.		\$1,227.60
72 Mos.		\$1,442.26
PENSION BAND	117	

Note – Coin Telephone Collector designated and assigned to drive a Coin Transport Van registered in excess of 18,000 lbs. gross weight for a week or more shall receive an additional \$10.00 per week.

# NEW ENGLAND IBEW

## WAGE TABLE: 10 EFFECTIVE AUGUST 25, 2024

### Coin Telephone Assistant

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$565.18	\$565.18
6 Mos.	\$647.35	
12 Mos.	\$739.59	\$647.35
18 Mos.	\$848.04	
24 Mos.	\$969.89	\$739.59
30 Mos.	\$1,112.45	
36 Mos.	\$1,274.00	\$848.04
42 Mos.	\$1,457.38	
48 Mos.	\$1,668.68	\$969.89
60 Mos.		\$1,112.45
72 Mos.		\$1,274.00
84 Mos.		\$1,457.38
96 Mos.		\$1,668.68
PENSION BAND	122	

# NEW ENGLAND IBEW

## WAGE TABLE: 13 EFFECTIVE AUGUST 25, 2024

### Office Assistant

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$490.73	\$490.73
6 Mos.	\$575.42	
12 Mos.	\$675.59	\$575.42
18 Mos.	\$794.24	
24 Mos.	\$932.59	\$675.59
30 Mos.	\$1,094.78	
36 Mos.	\$1,285.60	\$794.24
48 Mos.		\$932.59
60 Mos.		\$1,094.78
72 Mos.		\$1,285.60
PENSION BAND	110	

# NEW ENGLAND IBEW

## WAGE TABLE: 15 EFFECTIVE AUGUST 25, 2024

### Administrative Assistant

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
<b>WAGE STEP</b>	<b>ZONE 1</b>	<b>ZONE 1</b>
Start	\$505.65	\$505.65
6 Mos.	\$596.27	
12 Mos.	\$700.04	\$596.27
18 Mos.	\$825.87	
24 Mos.	\$974.33	\$700.04
30 Mos.	\$1,148.44	
36 Mos.	\$1,354.76	\$825.87
48 Mos.		\$974.33
60 Mos.		\$1,148.44
72 Mos.		\$1,354.76
<b>PENSION BAND</b>	<b>111</b>	

# NEW ENGLAND IBEW

## WAGE TABLE: 17 EFFECTIVE AUGUST 25, 2024

### Special Assistant

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$556.93	\$556.93
6 Mos.	\$651.74	
12 Mos.	\$763.26	\$651.74
18 Mos.	\$892.04	
24 Mos.	\$1,042.90	\$763.26
30 Mos.	\$1,218.82	
36 Mos.	\$1,427.52	\$892.04
48 Mos.		\$1,042.90
60 Mos.		\$1,218.82
72 Mos.		\$1,427.52
PENSION BAND	113	

Note – Special Assistants in the Sales Bargaining Unit who, in addition to their normal duties, are designated and assigned by Management to perform various administrative functions will receive a daily differential of eight and one half percent (8.5%) of the maximum progression rate of the wage table involved for each day so assigned.

# NEW ENGLAND IBEW

## WAGE TABLE: 18 EFFECTIVE AUGUST 25, 2024

### Driver B

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
<b>WAGE STEP</b>	<b>ZONE 1</b>	<b>ZONE 1</b>
Start	\$592.00	\$592.00
6 Mos.	\$664.12	
12 Mos.	\$739.59	\$664.12
18 Mos.	\$827.91	
24 Mos.	\$925.19	\$739.59
30 Mos.	\$1,034.75	
36 Mos.	\$1,158.84	\$827.91
42 Mos.	\$1,295.25	
48 Mos.	\$1,447.85	\$925.19
60 Mos.		\$1,034.75
72 Mos.		\$1,158.84
84 Mos.		\$1,295.25
96 Mos.		\$1,447.85
<b>PENSION BAND</b>	<b>116</b>	

# NEW ENGLAND IBEW

## WAGE TABLE: 19 EFFECTIVE AUGUST 25, 2024

### Driver A

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$764.72	\$764.72
6 Mos.	\$844.11	
12 Mos.	\$929.10	\$844.11
18 Mos.	\$1,024.69	
24 Mos.	\$1,130.90	\$929.10
30 Mos.	\$1,244.94	
36 Mos.	\$1,373.51	\$1,024.69
42 Mos.	\$1,512.71	
48 Mos.	\$1,668.68	\$1,130.90
60 Mos.		\$1,244.94
72 Mos.		\$1,373.51
84 Mos.		\$1,512.71
96 Mos.		\$1,668.68
PENSION BAND	122	



# NEW ENGLAND IBEW

## WAGE TABLE: 20 EFFECTIVE AUGUST 25, 2024

### Head Materiel Attendant, Materiel Assistant, Materiel Attendant

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$474.62	\$474.62
6 Mos.	\$532.19	
12 Mos.	\$595.36	\$532.19
18 Mos.	\$670.82	
24 Mos.	\$752.44	\$595.36
30 Mos.	\$844.68	
36 Mos.	\$945.87	\$670.82
42 Mos.	\$1,062.70	
48 Mos. Note 3 (Table A)	\$1,194.06	\$752.44
PENSION BAND	109	
54 Mos. Note 1 (Table A)	\$1,329.35	
60 Mos.		\$844.68
72 Mos.		\$945.87
84 Mos.		\$1,062.70
96 Mos. Note 3 (Table B)		\$1,194.06
PENSION BAND	113	
108 Mos. Note 1 (Table B)		\$1,329.35
Head Materiel Attend, Note 2	\$1,433.90	\$1,433.90
PENSION BAND	116	

Note 1 – Maximum Rate – Materiel Attendant.

Note 2 – Employee shall receive the difference between the Head Materiel Attendant maximum rate and the Materiel Attendant maximum rate added to the employee's current rate when designated and assigned by Management.

Note 3 – Maximum Rate – Materiel Assistant – Regular Full Time Materiel Assistants will be canvassed for voluntary transfer to fill a Materiel Attendant vacancy at their reporting location, prior to posting the vacancy for bid.

# NEW ENGLAND IBEW

## WAGE TABLE: 31\*\* EFFECTIVE AUGUST 25, 2024

### Operator, Service Assistant, Service Assistant Aide

Employees hired on or before Aug. 9, 1998	
WAGE STEP	ZONE 1
Start	\$490.73
6 Mos.	\$575.42
12 Mos.	\$675.59
18 Mos.	\$794.24
24 Mos.	\$932.59
30 Mos.	\$1,094.78
36 Mos. Note 1	\$1,285.60
PENSION BAND	111
Service Asst. Aide Note 2	\$1,298.72
PENSION BAND	111
Service Asst. Note 3	\$1,353.57
PENSION BAND	112

Note 1 – Maximum Operator Rate.

Note 2 & 3 – When designated by Management, employee shall receive the difference between Note 1 maximum rate and the Notes 2 and 3 rate as appropriate added to the employee's current rate.

\*\*This wage table is applicable to employees hired or rehired on or before August 9, 1998.

# NEW ENGLAND IBEW

## WAGE TABLE: 31A EFFECTIVE AUGUST 25, 2024

### Operator, Service Assistant, Service Assistant Aide

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
<b>WAGE STEP</b>	<b>ZONE 1</b>	<b>ZONE 1</b>
Start	\$490.73	\$490.73
6 Mos.	\$540.83	
12 Mos.	\$594.50	\$540.83
18 Mos.	\$654.73	
24 Mos.	\$720.93	\$594.50
30 Mos.	\$794.24	
36 Mos.	\$873.57	\$654.73
42 Mos.	\$963.61	
48 Mos.	\$1,059.61	\$720.93
54 Mos.	\$1,168.73	
60 Mos. Note 1 (Table A)	\$1,285.60	\$794.24
72 Mos.		\$873.57
84 Mos.		\$963.61
96 Mos.		\$1,059.61
108 Mos.		\$1,168.73
120 Mos. Note 1 (Table B)		\$1,285.60
<b>PENSION BAND</b>	<b>111</b>	
Service Asst. Aide Note 2	\$1,298.72	\$1,298.72
<b>PENSION BAND</b>	<b>111</b>	
Service Asst. Aide Note 3	\$1,352.39	\$1,352.39
<b>PENSION BAND</b>	<b>112</b>	

Note 1 – Maximum Operator Rate.

Note 2 & 3 – when designated by Management, employee shall receive the difference between Note 1 maximum rate and the Notes 2 and 3 rate as appropriate added to the employee's current rate.

\*\* This wage table is applicable to employees hired or rehired after August 9, 1998.

# NEW ENGLAND IBEW

## WAGE TABLE: 93 EFFECTIVE AUGUST 25, 2024

### Service Representative

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$575.42	\$575.42
6 Mos.	\$680.96	
12 Mos.	\$807.97	\$680.96
18 Mos.	\$958.24	
24 Mos.	\$1,133.54	\$807.97
30 Mos.	\$1,344.02	
36 Mos.	\$1,590.89	\$958.24
48 Mos.		\$1,133.54
60 Mos.		\$1,344.02
72 Mos.		\$1,590.89
PENSION BAND	119	

Note 1 – Service Representatives who, in addition to their normal duties, are designated by management to perform non incidental assigned administrative functions will receive a daily differential of 10% for each day assigned.

# NEW ENGLAND IBEW

## WAGE TABLE: 94 EFFECTIVE AUGUST 25, 2024

### Public Communications Sales Specialist Representative

	Employees Hired Before February 22, 2015	Employees Hired On or After February 22, 2015
WAGE STEP	ZONE 1	ZONE 1
Start	\$590.92	\$590.92
6 Mos.	\$709.60	
12 Mos.	\$850.30	\$709.60
18 Mos.	\$1,020.24	
24 Mos.	\$1,221.21	\$850.30
30 Mos.	\$1,465.07	
36 Mos.	\$1,756.08	\$1,020.24
48 Mos.		\$1,221.21
60 Mos.		\$1,465.07
72 Mos.		\$1,756.08
PENSION BAND	120	

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# ARTICLE P1

## Work Schedules and Tours

### TOURS

**P1.01** All employees - Eight hours work shall constitute a normal tour. In special cases in the "Buildings" job titles part time hours may be assigned.

**P1.02** The hours constituting a day tour shall be assigned between 7:00 A.M. and 6:00 P.M.

**P1.03** Subject to the requirements of the service, seniority of rating, or seniority of service where ratings are not involved, shall govern the assignment of day or night tours and/or hours assigned within those tours, in the work group involved. If employees performing the same work are assigned to day and night tours in separate work groups, the Company, prior to declaring a vacancy in a tour, will conduct one canvass of the employees in the separately administered work group for a change of tour to fill the vacancy. Thereafter, if a vacancy still exists, the Company will post it for bid in accordance with the provisions of Article G30.

### SCHEDULES

**P1.04** All employees - Five days of eight hours each or five nights of eight hours each shall constitute a normal work week. However, all time worked on Sunday will be excluded from the normal work week. Employees who are required to work on Sunday will be scheduled to work five additional days at straight time.

**P1.05** The forces assigned to night tours and the forces scheduled to work on Saturdays, Sundays, and Holidays shall be the minimum consistent with the requirements of the service. This paragraph is not applicable to Floating Holidays.

**P1.06** No employee entitled to receive compensation for hours worked on Sundays or Holidays shall be required to work less than four hours on Sundays or Holidays except as outlined in Article G21 (Call Out and Standby Duty).

**P1.07** When an employee is given advance notice to work hours outside of and not continuous with the employee's normal scheduled tour, the employee shall receive a minimum of four hours pay at the regular straight time hourly

rate for such work, if notice is given during the employee's normal scheduled tour. If such overtime is continuous with the employee's normal scheduled tour, it will be treated in accordance with Article P3.

When the assigned hours are to be on the next day in a work group where there is an unassigned day, the employee(s) unassigned shall first be canvassed for the assignment.

**P1.08** When an employee is given advance notice to work on a day outside of the employee's scheduled work week and cancellation of this notice is not subsequently given within the hours of the employee's normal schedule, the employee shall receive two hours pay at the regular straight time hourly rate if later notified not to report for work. If the employee does not receive such notice of cancellation and reports for work, a minimum of four hours work will be provided. Such cancellation must be given on or before the prior Wednesday if the advance notice to work was for Sunday.

## **CHANGES IN SCHEDULES**

**P1.09** Employees shall be advised by at least the Wednesday in advance of the work week in which a change is made in the employee's normal schedule and if not so advised treatment shall be as follows:

The employee shall work the normal scheduled tour without change and all hours worked outside the normal schedule shall be treated as hours worked in excess of the normal scheduled tour.

**Exception:** The above provisions do not apply to changes from day to night tour or night to day tour. However, when practicable employees shall be advised by at least the Wednesday in advance of the work week in which such a change is made.

## **TRAINING DIFFERENTIAL**

**P1.10** (a) Employees, other than employees assigned as Staff Assistant-Craft and Telecommunications Assistant, who, in addition to their normal job duties are designated and assigned by management for all or part of a day to train and instruct other employees, will receive a daily differential payment of 10 percent of the daily basic wage rate for each day assigned. Management will select the senior employee, provided the

qualifications of the individuals considered are judged by management to be reasonably equal.

- (b) Providing on-the-job assistance on a one-on-one basis or working with an employee assigned as an assistant, while continuing to perform the normal work assignment, is not considered as training and instructing under paragraph (a) above, and will continue to be part of an employee's normal job duties.

## **ARTICLE P2**

### **Night Work**

#### **NIGHT TOUR DIFFERENTIAL**

**P2.01** Employees assigned to night tours shall receive a daily differential payment of 10 percent of the daily basic wage rate for each day paid.

**P2.02** If an employee is to be paid for absence, daily differential payment at the rate that would have been paid on the first day of absence had the employee worked shall be included in the computation of such absence pay.

#### **TRANSFERS**

**P2.03** Employees transferred permanently from day tour to night tour will work the regular night tour of duty and will be paid time and one-half the regular straight time hourly rate for the first 10 normal scheduled tours. At the expiration of the first 10 normal scheduled tours on the night assignment, the employee will work the regular night tour and will be paid for the hours worked at the regular straight time hourly rate.

**P2.04** Employees transferred temporarily from day tour to night tour will work the regular night tour and will be paid time and one-half the regular straight time hourly rate for the first five normal scheduled tours. At the expiration of the first five normal scheduled tours on the night assignment, the employee will work the regular night tour and will be paid for the hours worked at the regular straight time hourly rate.

**P2.05** Extra compensation will not apply to transfers made for the convenience of employees, wherein it is agreed to waive the provisions of this Article, as in the case of swaps.

**P2.06** Employees regularly assigned to night tours who are transferred permanently to day tours will receive no extra compensation on account of the transfer to day tours. Such employees if transferred to day tours for periods of less than one week, however, will be paid at the rate of time and one-half the straight time hourly rate for each hour so worked.

**P2.07** An employee regularly assigned to a night tour, if transferred at the request of management temporarily to a day tour for a period of one week or more will work the regular day tour of duty at the straight time hourly rate and will, when transferred back to his or her regular night assignment, be paid at the rate of time and one-half the straight time hourly rate for a number of scheduled nights equal to the number of days worked on the temporary day assignment not to exceed five normal scheduled tours. The provision does not apply in any case where the employee requests such temporary day assignment.

**P2.08** When an employee is transferred from a day tour to a night tour to work in tunnels where restrictions preclude working a full tour, a minimum of a full tour of work will be provided.

## **ARTICLE P3**

### **Overtime**

#### **OVERTIME PAYMENTS**

#### **ALL EMPLOYEES**

**P3.01** Except as otherwise provided in Articles P1, G21 and P11 and in Section G34.04 of the Agreement, time worked in excess of eight hours in a day or forty hours per week, as computed in paragraph P3.02 below, shall be compensated at the rate of time and one-half the regular straight time hourly rate. To the extent that such overtime hours actually worked in a week and paid at time and one-half the straight time hourly rate (including those hours actually worked in a week under the provisions of Articles P1, G21 and P11 which are paid at time and one-half the straight time hourly rate) exceed 12 overtime hours, such excess hours will be paid at two times the straight time rate. Night tour differentials shall be included in overtime computation for employees assigned to night tours. Night tour differentials shall not be included in overtime computation for day tour employees assigned to work at night on an overtime basis.

**P3.02** Only the following paid absence time will be included in the computation of overtime for all employees:

- Vacation
- Personal Days
- Company observed Holidays
- Company paid absence to serve as a Union representative at a meeting with Management
- Day off with pay granted in lieu of a holiday falling on a Saturday or Sunday
- Company paid jury duty
- Company paid bereavement
- Rest time per Article P5

Daily overtime shall not be used for computing weekly overtime.

## **OVERTIME DISTRIBUTION**

**P3.03** The Company will distribute overtime in as fair and equitable a manner as circumstances and the job requirements will permit. Records of overtime distribution will be maintained locally. Overtime distribution procedures cannot be designed to encourage or foster payment of overtime at two times the straight time rate.

## **OVERTIME LIMITATIONS**

**P3.04** An employee will be required to work no more than a total of 12 hours overtime in any payroll week except in case of emergency, long term service difficulties or if the employee consents to such overtime.

**P3.05** In Plant, an "emergency" is an event of national importance, fire, explosion, or other catastrophe, severe weather conditions, major cable and equipment failures, or an act of God. When an emergency related to severe weather conditions occurs, the Director involved shall discuss it with the Local Union's Business Manager and the Vice President – Labor Relations or his representative prior to suspending overtime limitations. The Union's views on how to best deal with the situation should be solicited and considered. When an emergency related to any other event occurs, the Director involved shall notify the Local Union's Business Manager and the Vice President – Labor Relations or his representative as soon as possible after the event.

**P3.06** The parties recognize that service difficulties for an extended period (projected to last at least one week) may develop from time to time during which suspension of the above overtime limitations would be appropriate. In the event such service difficulties develop, the Company and the Union will meet to discuss the problem and determine how to best deal with the situation.

## **ARTICLE P4** ***INTENTIONALLY LEFT BLANK***

### **ARTICLE P5** **Working 16 Hours or More Within a 24 Hour Period**

**P5.01** When an employee is required to actually work more than 16 hours in a 24 hour period following his or her normal starting time, the employee will be excused with pay at the straight time hourly rate during the employee's assigned hours, if any, beginning at the expiration of this 24 hour period. Such excused time with pay shall not exceed eight hours.

**Note:** When hours worked are continuous to the normal start time, the 24 hour period shall begin at the start of such hours.

### **ARTICLE P6** **Work Limitations - Supervisors**

**P6.01** Supervisors will perform supervisory duties, administrative duties and incidental functions not intended to encroach on bargaining unit work except in case of emergency, serious interruption to service or for training purposes

### **ARTICLE P7** **Work Assignment Limitations**

#### **OUTSIDE PLANT WORK**

**P7.01** Plastic Insulated Conductor (P.I.C.) Cable

- (1) Outside Plant Technicians will not splice paper or pulp insulated or lead sheathed cable. Outside Plant Technicians will not splice and/or terminate over 200 pair size P.I.C. cable,

or join over 900 pair size connectorized cable. They may do straight or branch splicing and may tap into any size P.I.C. cable. Outside Plant Technicians will not be assigned work orders which involve only splicing or joining operations.

- (2) Splice-Service Technicians or Outside Plant Technicians will place and/or perform work operations on ready access terminals and access points.
- (3) Removal of cable and associated hardware will continue to be done as at present.

## **DROP WIRE, STATION AND RECONCENTRATION WORK**

**P7.02** Drop wire and reconcentration work will be done by Outside Plant Technicians or Splice-Service Technicians including all drop wire and station protector work and protector grounding.

## **CROSS CONNECTING TERMINAL WORK**

**P7.03** Wiring in cross-connecting terminals will be done by Outside Plant Technicians or Splice-Service Technicians.

## **ONE-PERSON SPLICING**

**P7.04** In all cases one-person splicing work operations that can be performed safely will be limited to work on aerial cable, buried cable, house and building cables, cables in cable vaults and pits or on main frames, and work in controlled environmental vaults.

If any of the following conditions exist, work will not be assigned to one-person operations:

- (1) Splicing work operations in outside cable after dark, including cable repair work operations in aerial cable, unless provided with an aerial lift vehicle, and the work location is known.
- (2) Using hot paraffin or hot pot of wiping solder.
- (3) Working in locations or on highways considered by supervisor to be hazardous, due to heavy vehicle traffic, heavy pedestrian traffic, ice or snow conditions, narrow roadway or high speed traffic.

(4) Raising large splicer's platform.

(5) Working in a Controlled Environmental Vault (CEV) after dark.

## **TWO-PERSON CONSTRUCTION ASSIGNMENTS**

**P7.05** Two-person construction crews will be limited to construction work which they can perform safely and within the limitations of the equipment. All construction jobs are required to be surveyed by management for safety before being assigned and workers should refer any hazardous conditions encountered back to management for correction or for extra crews where circumstances require it.

## **CENTRAL OFFICE WORK**

### **Distributing Frames**

**P7.06** Splice-Service Technicians as well as Central Office Technicians may connect automatic cable pair identification test equipment and perform all vertical main distributing frame work operations. However, vertical and/or horizontal main distributing frame cross wiring work operations that can be performed by Splice-Service Technicians will be limited to cross-wiring in connection with cable transfer work, incidental service order activity or incidental defective pair changes if a Central Office Technician is not at that location at that time.

### **Subscriber Loop Carriers**

**P7.07** Splice-Service Technicians, Central Office Technicians and Equipment Installation Technicians may perform all work operations associated with subscriber loop carrier systems.

### **Other**

**P7.08** Splice-Service Technicians, Central Office Technicians and Equipment Installation Technicians may perform any work operations on network termination equipment or equipment associated with remote switching modules.



## **ARTICLE P8**

### **Inclement Weather**

**P8.01** The Company recognizes that the nature of the work and the health and safety of employees are important factors when assigning work during inclement weather. Continuous exposure to the elements in severe weather will not be required except to maintain service and/or to protect life or property. The Company will furnish protective equipment, such as tent heaters, heating equipment or heated motor vehicles so that employees can get out of the weather for periods necessary to avoid continuous exposure. When scheduled work is suspended, other suitable work (within the job title, except in emergency) will be assigned. Employees must report. Employees will be paid for a full day's tour.

## **ARTICLE P9**

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## **ARTICLE P10**

### **Absence From Duty**

#### **EXCUSED TO VISIT MEDICAL DEPARTMENT OR LOCAL CONSULTANT**

**P10.01** Time spent by employees in visiting whatever resource or service the Company, in its discretion, chooses to use, shall be considered as time worked when the visit is authorized by management.

#### **DEATH IN FAMILY**

**P10.02** An employee may be granted time off with pay, for excused absence because of death in the immediate family, normally not to exceed three working days. The Company's decision in each case must be based upon circumstances in such case.

The "immediate" family shall be considered to mean husband, wife, domestic partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparent and grandchild; also, any other relative living in the employee's household.

## COURT SERVICE

**P10.03** Jury duty or witness service in a court proceeding pursuant to a summons or subpoena when the employee is not a party to the case, or as requested by the Company. Under no circumstances will the Company pay any employee for testimony or participation in a court or administrative proceeding, including preparation therefor, when not requested by the Company.

## QUARANTINE

**P10.04** When quarantine of an employee is determined to be necessary by whatever resource or service the Company, in its discretion, chooses to use, pay treatment shall be that to which the employee would be entitled if the absence were due to the employee's own illness.

## PERSONAL DAYS

**P10.05** Personal Days, designed to accommodate personal, immediate need requests for time off are provided for in Article G15, (“Personal Days”).

## ARTICLE P11 Holidays

**P11.01** On the following holidays all employees working in the States of Maine, New Hampshire, and Vermont shall receive a holiday allowance of one day's pay at the straight time rate subject to the exceptions in the following paragraphs:

HOLIDAY	
New Year's Day	JANUARY 1
Martin Luther King Day	THIRD MONDAY IN JANUARY
President's Day	THIRD MONDAY IN FEBRUARY
Memorial Day	LAST MONDAY IN MAY
Independence Day	JULY 4
Labor Day	FIRST MONDAY IN SEPTEMBER
Veteran's Day	NOVEMBER 11
Thanksgiving Day	FOURTH THURSDAY IN NOVEMBER
Christmas Day	DECEMBER 25
Floating Holidays	NOTE A

**NOTE A** - Employees will be eligible for one Floating Holiday, except that for employees permanently assigned in the State of Vermont the number of Floating Holidays shall be two; and for employees permanently assigned in the State of New Hampshire the number of Floating Holidays shall be two in even-numbered years only. However, an employee hired on or after May 1 and prior to Columbus Day will be eligible for one Floating Holiday for the calendar year in which hired. Employees hired on or after Columbus Day are not eligible for and may not select a Floating Holiday for the calendar year in which hired. Eligible employees permanently assigned in the states indicated shall select a Floating Holiday from the following chart, concurrent with the scheduling of vacations. Once selected, a Floating Holiday will be treated as a fixed Holiday and will not be available for rescheduling.

	ME	NH	VT
Lincoln's Birthday			Feb. 12
Fast Day		4th M Apr.	
Patriot's Day	3rd M Apr.		
Bennington Battle Day			Aug. 16
Columbus Day	SECOND MONDAY IN OCTOBER	SECOND MONDAY IN OCTOBER	SECOND MONDAY IN OCTOBER
General Election Day		EVEN NUMBERED YEARS	
Day After Thanksgiving	FOURTH FRIDAY IN NOVEMBER	FOURTH FRIDAY IN NOVEMBER	FOURTH FRIDAY IN NOVEMBER
Employee's Birthday			
Religious Holiday			

**P11.02** When any of these holidays fall on Sunday, the following Monday shall be observed instead.

**P11.03** When any of these holidays fall on Saturday, schedules which do not include Saturday will be rescheduled for that week to include the Saturday holiday as one of the five days of the normal work week. Friday will be designated as the unassigned day for all employees eligible for the holiday.

**P11.04** In addition to the provisions of paragraph P11.01, employees who are required to work on a holiday, or to attend a training session at a training center location outside of the Company area on a holiday, shall receive pay at one and one-half times the straight time rate for any hours worked on the holiday within the normal work period. Payment for time worked on a holiday outside the normal work period will be at the rate of two and one-half times the straight time rate.

**P11.05** A holiday allowance may be denied to any employee scheduled or called out for work on a holiday who does not report for work that day unless excused. Absence from work for just cause on the working day before and/or the working day after a holiday may be permitted without loss of holiday pay.

## **ARTICLE P12**

### ***INTENTIONALLY LEFT BLANK***

## **ARTICLE P13**

### **Promotions Within The Bargaining Unit**

**P13.01** When selecting employees for job titles designated in Article G31, Note 1, first consideration shall be given to logical candidates in the immediate and related work groups, then to such candidates as have made known their desire to be transferred to such job titles.

**P13.02** Management will select the senior employee, provided the qualifications, such as ability, aptitude and attendance of the individuals considered meet the job title requirements and are judged by Management to be reasonably equal. The appropriate Business Manager will be notified when an employee is selected for one of these job titles.

## **ARTICLE P14**

### ***INTENTIONALLY LEFT BLANK***

## **ARTICLE P15**

### **Expense and Travel Time (Except E.I. Department)**

#### **GENERAL**

**P15.01** Expense vouchers, other than for allowances specified in this Article, shall represent amounts actually expended and shall be made out and signed as "correct" by the employee incurring the expense.

**P15.02** When an employee is transferred by Management to meet the requirements of the service, or in connection with a force rearrangement not associated with layoffs, Management will decide the most equitable expense and travel time treatment, as outlined in this Article. For the purpose of computing distance in this Article, Management shall determine mileage by the most direct and practicable route on a standard road map.

**P15.03** When transfer is requested by the employee, or is to a work reporting location under the provisions of paragraph P17.02 of the Motor Vehicle Usage Plan, or is associated with layoff, or reemployment following layoff, no expense or travel time treatment is provided.

**P15.04** In the case of permanent transfer by Management, the expense and travel time treatment will terminate after 90 calendar days following date of transfer.

#### **TRAVEL TIME AND EXPENSE**

**P15.05** In those transfers, permanent or temporary, where it has been decided that the employee is to travel to the new reporting headquarters, one of the following provisions will apply:

- (a) If Company transportation is used, travel shall be on the Company time. No travel expense will be allowed.
- (b) If public transportation is used, travel shall be on the Company time. The actual expense incurred will be allowed.
- (c) If the Company decides to provide a travel allowance for each day worked in lieu of the travel time and expense provisions of paragraphs (a) or (b) above, such travel allowance shall be in accordance with the following schedule:

**Distance from normal reporting headquarters to new reporting headquarters**

**Daily Allowance**

5 but less than 15 miles	\$23.65
15 but less than 25 miles	\$33.55
25 but less than 35 miles	\$42.90
35 but less than 50 miles	\$59.95

**Note:** If the Company decides with employee concurrence, to provide a travel allowance in lieu of travel time and expense where the transfer is for less than five days and to a reporting headquarters 50 to 60 miles, inclusive, from normal reporting headquarters, the employee will receive an allowance of \$80.30 for each day worked.

- (d) If the employee utilizes a route which involves toll charges, the employee will be reimbursed for the amount of toll charges actually incurred, even if the route is other than that which Management determined for the purposes of paragraph (c).
- (e) No travel allowance will be paid to employees working in the city or town in which they reside, even though such assignment is away from their normal reporting headquarters, unless the distance from the employee's residence to the new reporting headquarters is five miles or more.

**P15.06** In those transfers, permanent or temporary, where it has been decided that an employee is to be boarded at a distant point, one of the following procedures will apply:

- (a) If the employee is to be boarded seven days per week the employee is to be on the job for the entire normal work week. Necessary travel time to and from reporting headquarters at the beginning and end of such transfer shall be treated as time worked. When transportation is not provided by or arranged for by the Company, the employee shall be paid a transportation allowance equal to the Internal Revenue Service (IRS) business use deduction reimbursement rate in effect at the time per mile for the distance between the employee's normal reporting headquarters and the new

reporting headquarters. If the employee is not assigned work on either Saturday or Sunday, the employee will have the option of the transportation treatment provisions of paragraph (b) below, in lieu of lodging and meal expense over the weekend.

- (b) If the employee is to be boarded up to five days per week the employee will be allowed reasonable travel time to return from the job to reporting headquarters and from headquarters to the job over the weekend. When transportation is not provided by or arranged for by the Company, the employee shall be paid a transportation allowance equal to the IRS business use deduction rate in effect at the time per mile for the distance between the employee's normal reporting headquarters and the new reporting headquarters.

## **BOARD ALLOWANCE**

**P15.07** Board Allowance for the purpose of this Article shall mean meals and lodging.

**P15.08** When an employee is to be boarded, as provided in paragraph P15.06 above, one of the following procedures will apply:

- (a) The Company will make arrangements for lodging and meals, or
- (b) The Company will make arrangements for lodging and the employee will receive a daily meal allowance of \$49.50 for each day assigned.
- (c) The Company will make arrangements for transportation between the lodging location and the reporting location when the distance between the locations exceeds one (1) mile..
- (d) If the Company decides with employee concurrence, to provide a board allowance in lieu of the provisions of (a) or (b) and (c), the employee will receive a board allowance of \$100.00 for each day assigned.
- (e) If the employee is to be boarded seven days per week, a laundry allowance of \$19.80 will be paid for each weekend that the employee is assigned to work Saturday or Sunday, or both days.

## **ASSIGNMENT ALLOWANCE**

**P15.09** A Central Office Technician whose work area includes more than one work location, when assigned to report directly to one of these work locations rather than reporting directly to the employee's normal reporting headquarters to receive the employee's assignment to that work location, will receive an assignment allowance of nine dollars and a travel allowance computed in accordance with paragraph P15.05(c).

**Note:** When the reporting location is five miles or more from the employee's normal reporting headquarters, the assignment shall be on a mutually agreeable basis.

## **MOVING EXPENSE - RELOCATION ALLOWANCE**

**P15.10** Employees who are permanently transferred by Management to a new reporting headquarters may:

- (a) elect to receive reimbursement for reasonable moving costs incurred not to exceed \$11,770.00 if they are required, in the judgment of the Company, to relocate their residence as a result of the transfer; or
- (b) elect to receive a relocation allowance of \$3080.00 if the new reporting headquarters is more than 35 miles from the employee's present permanent reporting headquarters.

Claims for reimbursement for reasonable moving costs incurred, or for a relocation allowance must be made within 12 months of effective date of transfer.

**P15.11** When such transfer is requested by the employee, or is associated with reemployment following layoff, no moving expense or relocation allowance will be paid.

## **MOTOR VEHICLE ALLOWANCE**

**P15.12** If the Company decides, with employee concurrence, to have the employee travel on Company business between work locations in the employee's personal motor vehicle, the employee will be paid a transportation allowance equal to the Internal Revenue Service (IRS) business use deduction rate in effect at the time per mile, provided that the employee has insurance coverage of at



least \$50,000/\$100,000 and has advised the employee's insurance company of such business usage.

## **CONCLUSION**

**P15.13** The payments provided in this Article are expense allowances and shall not be construed as part of the basic wages for any purpose under this Agreement.

## **ARTICLE P16 Expense and Travel Time (E.I. Department Only)**

### **GENERAL**

**P16.01** Expense vouchers, other than for allowances specified in this Article, shall represent amounts actually expended and shall be made out and signed as "correct" by the employee incurring the expense.

**P16.02** Employees will be transferred permanently only when necessary to adjust forces to changes in work loads of long duration, and not for temporary large projects, regardless of the length of installation period.

**P16.03** When transfer is requested by the employee, or is associated with layoff, or reemployment following layoff, no travel or per diem allowance is provided.

**P16.04** In the case of permanent transfer by Management, the employee will receive a travel or per diem allowance as outlined in this Article for a period of 90 calendar days following date of transfer.

**P16.05** When an employee is assigned to work at a distant point where per diem allowance is paid, necessary travel time to and from reporting headquarters at the beginning and end of such transfer shall be treated as time worked. When transportation is not provided by or arranged for by the Company, the employee shall be paid transportation allowance equal to the Internal Revenue Service (IRS) business use deduction reimbursement rate in effect at the time per mile, for the distance between the employee's normal reporting headquarters and the work location.

**P16.06** For the purpose of computing distance in this Article, Management shall determine mileage by the most direct and practicable route on a standard road map. If the employee utilizes a route which involves toll charges, the employee will be reimbursed for the amount of toll charges actually incurred even if the route is other than that which Management determined for the purpose of computing distance in this Article.

## **TRAVEL ALLOWANCE**

**P16.07** Employees permanently stationed may receive an allowance for each day worked in lieu of travel time and expense as follows:

<b><u>Distance from normal reporting headquarters to new reporting headquarters</u></b>	<b><u>Daily Allowance</u></b>
5 but less than 15 miles	\$23.65
15 but less than 25 miles	\$33.55
25 but less than 35 miles	\$42.90
35 but less than 50 miles	\$59.95

**P16.08** No travel allowance will be paid to employees working in the city or town in which they reside, even though such assignment is away from their station headquarters, unless the distance from the employee's residence to the job location is five miles or more.

## **MOTOR VEHICLE ALLOWANCE**

**P16.09** If the Company decides, with employee concurrence, to have the employee travel on Company business in the employee's personal motor vehicle, the employee will be paid a transportation allowance equal to the IRS business use deduction rate in effect at the time per mile, provided that the employee has insurance coverage of at least \$50,000/\$100,000 and has advised the employee's insurance company of such business usage.

## **PER DIEM ALLOWANCE**

**P16.10** When an employee is assigned to work at a job location over fifty (50) miles from the employee's headquarters travel point, a per diem allowance of \$100 shall be paid.

**P16.11** Per diem allowance shall not be paid to employees working in the city or town in which they reside, even though such assignment is away from their station headquarters.

**P16.12** The per diem allowance in paragraph P16.10 shall be paid for each day the employee is assigned to the location, excluding such days the employee is absent from work and is not at the location, and excluding vacation days, Personal Days as provided in Article G15, and absence which is not excused. Employees absent or on vacation for the entire work week shall not receive any per diem allowance for that week.

**P16.13** When an employee is assigned to a job location over 50 miles from the employee's headquarters travel point and is entitled to a per diem allowance, a laundry allowance of \$19.80 will be paid for each weekend that the employee is assigned to work Saturday or Sunday, or both days.

**P16.14** When an employee is assigned to a location over 50 miles from the employee's headquarters travel point and is entitled to a per diem allowance, the employee can choose to make one of the following lodging and meal arrangements in lieu of a per diem allowance:

- (a) The Company will make arrangements for lodging and meals; or
- (b) The Company will make arrangements for lodging and the employee will receive a daily meal allowance of \$49.50 for each day assigned..

**Note:** When an employee is assigned to a formal training location outside of the States of Maine, New Hampshire, and Vermont, regardless of distance from the employee's headquarters travel point, the Company will choose (a) or (b).

## **MOVING EXPENSE - RELOCATION ALLOWANCE**

**P16.15** Employees who are permanently transferred by Management to a new reporting headquarters may:

- (a) elect to receive reimbursement for reasonable moving costs incurred not to exceed \$11,770.00 if they are required, in the judgment of the Company, to relocate their residence as a result of the transfer; or

- (b) elect to receive a relocation allowance of \$3080.00 if the new reporting headquarters is more than 35 miles from the employee's present permanent reporting headquarters.

Claims for reimbursement for reasonable moving costs incurred, or for a relocation allowance must be made within 12 months of effective date of transfer.

**P16.16** When such transfer is requested by the employee, or is associated with reemployment following layoff, no moving expense or relocation allowance will be paid.

## **CONCLUSION**

**P16.17** The payments provided in this Article are expense allowances and shall not be construed as part of basic wages for any purpose under this Agreement.

## **ARTICLE P17**

### **Motor Vehicle Usage Program**

**P17.01** In administrative work units where some or all of the employees normally use Company-provided motor vehicles in order to perform their work, the Company may, at its discretion, implement a motor vehicle usage program. Employees who participate in the Program will be assigned motor vehicles for use in their work and for traveling between their work locations and places of residence (if the residence is within the employee's established Work Reporting Area) or other designated places for the vehicle storage. The Company may terminate the program for an administrative work group with fourteen (14) calendar days' notice

**P17.02** When the Company introduces the motor vehicle usage program within an administrative work unit all employees within that unit who normally use a Company-provided motor vehicle in the performance of their work assignment will be eligible to participate. Participation by any such employees will be on a voluntary basis. If an employee elects not to participate and the work reporting location remains open, that location will remain the employee's reporting headquarters. If the work reporting location is closed in conjunction with the introduction of the motor vehicle usage program, management will determine where the motor vehicle assigned to that employee is to be stored

(no more than 30 miles from the employee's former reporting headquarters) and that location will become the employee's work reporting location.

**P17.03** Employees who participate in the Program will be expected to provide normally secure and legal storage for the vehicle at their places of residence. If the vehicle cannot be properly stored at an employee's place of residence, the Company may arrange for appropriate storage at its expense.

**P17.04** Operating and maintenance costs will be at the Company's expense. The Company will make arrangements for maintenance of the vehicle; however, it will be the responsibility of the employee to whom the vehicle is assigned to assure that the vehicle is properly maintained.

**P17.05** Each participating employee will be expected to begin and end the work tour at their assigned location within the established work reporting area.

**P17.06** The established work reporting area shall be the normally assigned geographic work area as memorialized as of the effective date of this Agreement in the COMET database in Lotus Notes (or similar database). Should the Company decide to make modifications to the established geographic work areas, it will give advance notice to the Union prior to implementing the change.

## **ARTICLE P18**

### **E.I. Department Meetings**

**P18.01** On request of the Local Union, the Equipment Installation Department will meet every 6 months with each Business Manager and his or her designated representatives to review matters of mutual interest.

## **ARTICLE P19**

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## **ARTICLE P20**

### **Examination Procedures**

**P20.01** The examinations in this Article are not intended to limit work assignments. Employees who are assigned to job titles where ratings are required to advance to maximum wage rate and who are rated will normally

be assigned to work at their assigned location requiring the higher degree of skill and proficiency. However, when Management deems it to be necessary: (a) employees with ratings may be assigned to work requiring a lesser degree of skill and proficiency; and (b) employees without ratings may be assigned to work that requires the higher degree of skill and proficiency.

**P20.02** Job titles for which examinations and ratings are required are listed in Article G31 (“Titles and Classifications”) of the Agreement. Any changes in rated job titles will be subject to the provisions of Article G3 (“Amendments”).

## **ELIGIBILITY**

**P20.03** To be eligible to apply for rating, the employee must have been continuously employed in the rated job title in which the employee is applying for rating for at least six months immediately preceding date of application and must be receiving the maximum progression rate on Wage Table 2.

## **QUALIFICATIONS**

**P20.04** To qualify for a rating the employee must be certified by an authorized Examining Board on the basis of oral examination.

## **APPLICATION**

**P20.05** The date of receipt of application Form 68 by the First Line Supervisor shall govern the order of examination assignments. Applications will be acknowledged within 10 calendar days of receipt and will specify date, time and place of examination. When applications for the same rating are received on the same day the order of examination assignments will be governed by length of plant seniority.

**P20.06** Examinations shall be given as expeditiously as possible, normally within 30 calendar days after receipt of application by the employees' First Line Supervisor.

**P20.07** An employee who has failed an examination, or an employee who, without sufficient reason, fails to appear for examination after receiving due notice, may file application for re-examination after 30 calendar days from the date of the previous examination or from the assigned date the applicant failed to appear. Further application for re-examination shall be after six months from the date of the previous application for re-examination.

## EXAMINATION

**P20.08** The examination will be conducted by an Examining Board made up of employees, consisting of:

- (a) A Chairman designated by Management.
- (b) An Examiner designated by Management who will conduct the examination.
- (c) A representative, of the applicant's choice, will be designated as the third member of the Examining Board when the applicant so specifies.

**P20.09** Examinations shall be conducted in accordance with the Examination Outlines, which will include specific information, if any, related to the applicant's present assignment (see paragraph P20.20). The Examiner will develop by suitable questions and problems, the extent of the applicant's knowledge and demonstrated skills.

**P20.10** The applicant and/or the representative shall have the right to object to any question or problem as being beyond the proper scope of the examination. The board will rule on the objection before proceeding further. In the case of disagreement, the objection made and the ruling made thereon shall be written on or attached to the application form.

**P20.11** Immediately following the examination, the Examining Board will determine whether or not the applicant's qualifications as demonstrated by the examination justify a favorable report. The applicant shall then be advised immediately as to whether he or she passed or failed the examination. Such report shall then be promptly confirmed in writing.

**P20.12** Management will assign an alternate Chairman and/or Examiner to the Examining Board at the request of an applicant who has failed an examination and applies for re-examination.

## DATE OF RATING

**P20.13** The date of rating, if applicant passes the examination, will be the date that the First Line Supervisor received the application for examination or the application for re-examination. Postmarked date will apply in case of

mailing. For purposes of rating seniority only, the rating date of employees engaged under the provision of Article G28.03 shall be no earlier than the date the employee could have acquired a rating had the employee not been engaged under the provision of Article G28.03.

**P20.14** In the event of future conflict due to the same date of rating, seniority shall govern. Further conflict shall be resolved by lot.

**P20.15** When an employee applies for examination and, prior to the examination, becomes disabled for more than 30 calendar days, the date of rating shall be retroactive to the date of application, provided that the employee is approved for rating at examination within 30 calendar days following return from disability. Any wage increase resulting from the examination shall be retroactive to the date of return from disability.

## **EXAMINATIONS FOLDERS**

**P20.16** Management will provide a sufficient number of folders for use by employees assigned to the job title to which the folder applies. An employee will be eligible to apply for a folder within six months of the date which the employee is scheduled to receive the maximum progression rate for the job title to which assigned.

**P20.17** Application for loan of folder shall be made on Form 913A approved by the employee's immediate supervisor. If the folder is to be used by two or more employees the application form shall be signed by each employee involved and shall provide the data required relative to each employee.

**P20.18** Requests for folders will be filled in chronological order based on date of receipt of applications. Folders will be provided for reasonable periods of time but will be subject to recall after 12 months, or earlier if any of the contents of the folder have been revised.

**P20.19** The employee is responsible for the folder and will not be given an examination until the folder has been returned in an acceptable condition.

**P20.20** The following examination outlines and folders are available:



## **Outline and folder**

Head Outside Plant Technician

Estimate Assigner

Central Office Technician

Splice-Service Technician

Equipment Installation Technician

## **Specific Information\***

-

-

SPC, SARTS, FMAC,  
POWER, FIELD

DATA/4-WIRE,  
SPLICE-SERVICE

SPC, POWER, FIELD

\*The specific information included in the outline and folder must be related to the applicant's present assignment.

**P20.21** Any question arising in connection with matters of qualification of applicants by the Examining Board, examination content or the examining board reports under the system of examinations for ratings is specifically excluded from the arbitration procedures outlined in Article G9 of the Agreement.

## **ARTICLE P21 Broadband Installer**

**P21.01** The terms of this Article shall apply to Broadband Installers and supersede any and all Articles contained within the General Section and Plant Section that may conflict.

### **WORK ASSIGNMENT LIMITATIONS**

**P21.02** Management will provide a sufficient number of folders for use by employees assigned to the job title to which the folder applies. An employee will be eligible to apply for a folder within six months of the date which the employee is scheduled to receive the maximum progression rate for the job title

### **MOTOR VEHICLE USAGE PROGRAM**

**P21.03** Broadband Installers, when eligible, are required to participate in the Motor Vehicle Usage Program as defined in Article P17.

### **COMPANY APPAREL PROGRAM**

**P21.04** Employees are required to participate in the Company Apparel Program and are required to wear Company branded apparel during their shift.

Employees hired prior to July 1 of any year shall be provided an initial allotment of \$350 to purchase Company branded apparel and will thereafter be subject to the same annual dollar amount provided in the apparel program.

## **WAGE TABLE**

**P21.05** Employees are subject to Wage Table 02 for employees hired on or after February 22, 2015, and will not exceed the 60-month paygrade step.

## **VACANCIES**

**P21.06** Vacancies within the job title may be filled external to the bargaining unit. A minimum of 25% of the vacancies posted shall be internal subject to G30.02. This article shall supersede G30.09. Positions posted internally that do not have an internal qualified bidder shall be included in the 25% internal vacancy calculation.

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## **ARTICLE T1**

### **Types and Length of Tours**

**T1.01 (a) Tour**

A tour is comprised of the daily hours of duty assigned an employee, and includes the relief but excludes the meal period, if provided.

**(b)** Full time tours for all employees will be eight hours in length.

**(c)** All Clerical, Staff and Administrative employees are assigned to tours consisting of eight hours.

**(d) Part Tour**

A part tour consists of a single session of not less than two and one-half hours in length.

**(e) Session**

A session is the continuous time including the relief period an employee works without a meal period or longer interval occurring within it.

**(f) Half Personal Day or Half Vacation Day**

A half Personal Day or half vacation day consists of half of the assigned tour on that day, or either the first or second session of an assigned split tour.

**T1.02** Lunch periods may vary in length. No pay will be given for lunch periods.

## **ARTICLE T2**

### **Central Office Assignments**

**T2.01 Basic Work Week**

The basic work week consists of the first five full tours which are worked in a calendar week, counting holiday and Sunday tours worked. Absence from scheduled assignments either paid or unpaid and holidays unassigned, are included in the basic five day work week.

**T2.02** All regular full time operators in each Operator Services Center may select tours of duty according to the Tour Card method. A tour card schedule is that method by which each regular full time operator indicates in advance a preference for the types of tour the employee wishes to work and accordingly is assigned weekly by seniority.

Seniority shall prevail in the selection of tours and days off subject to meeting the requirements of the service.

**T2.03** Wage Table 31 Operators will be assigned eight hour tours which will be chosen using the Tour Card method.

**T2.04** Regular full time operators who work the all-night tour shall be treated as a separate group except for the following:

- (a) Vacations shall be chosen by seniority within the total office regular full time force.
- (b) Seniority for choice of tours shall be used within the total office regular full time operator force in all methods of selection, provided that, in any office in which regular full time operators may change their tour card references more often than monthly, an employee shall not choose to move onto or off the all-night work force more frequently than once a month with notice thereof at least two weeks in advance. All-night relief tours shall continue to be assigned in accordance with the practice that exists in each office.
- (c) Any force adjustment under Article T13 shall be treated within the total operator force in the affected office.

**T2.05** It is the intention of the Company to employ as many regular full time operators as it determines it needs. When openings for regular full time operators are available, qualified regular part time and temporary operators will be offered these positions by seniority according to their seniority.

**T2.06** Regular part time, temporary and occasional operators shall be assigned by the Company to days and hours of work subject to the needs of the service after regular full time operators have been assigned. Those regular part time and temporary employees who are to be assigned by the Company in advance on the posted schedule, will be assigned by the Tour Card method with preference given to those employees with the longest continuous employment.

**T2.07** Service Assistants, Administrative Assistants and Office Assistants in each unit may choose tours based on seniority, subject to meeting the requirements of the service.

**T2.08** On Sundays and Holidays regular full time employees shall be assigned to duty in rotation. After all regular full time employees have been offered an equal opportunity to work an extra Sunday and Holiday other employees may be assigned.

**T2.09** Weekly schedules shall be posted not later than 12:00 noon on Thursday prior to the week for which such schedules are effective. Sunday schedules shall be posted not later than 11 days prior to the Sunday the schedules are effective. Holiday, Christmas Eve, New Year's Eve, Mother's Day, Father's Day and Easter schedules shall be posted not later than two weeks prior to the day the schedules are effective

**T2.10** (a) Employees who are forced to substitute on an all-night tour will not be assigned to their next tour for a period of 10 hours following completion of such all-night tour unless the employee waives this 10 hour period.

(b) Employees who voluntarily substitute on an all-night tour or who transfer from an all-night assignment to a day or evening tour shall not be assigned to their next tour for a period of eight hours following completion of such all-night tour unless the employee waives this eight hour period.

(c) When any scheduled evening tour ends later than 1:00 A.M., there shall be a period of eight hours allowed between the end of that tour and the beginning of the next scheduled tour unless the employee waives this eight hour period. The employee's tour card preferences shall be used to assign the next tour and, should the eight hour period not be possible, the next most junior employee shall be affected.

**T2.11** The Company may change or modify posted schedules by giving 48 hours notice prior to the start of the changed or original tour, whichever is earlier. Otherwise, if a tour is changed by the Company without 48 hours notice, an additional payment of one-half the basic hourly wage rate shall be made for any time worked which does not coincide with the previously assigned tour, excluding changes in lunch time and reliefs.

**T2.12** Changes of assignment of tours and days off requested by employees may be made if approved by the Operator Services Manager. Such changes shall be allowed as service conditions permit.

**T2.13** The Company shall assign employees inexperienced on a particular service in such a way that they will be on duty during hours which will permit their adequate supervision and coaching as follows:

- (a) New employees will be so assigned for up to four weeks following completion of training. However, when the Company deems it appropriate, and notifies the Union in advance, the period may be extended up to a maximum of eight weeks
- (b) Cross-trained employees will be so assigned for two weeks following completion of training.
- (c) Normally, new and cross-trained employees will not be assigned to all night tours for a period of six weeks. However, when the Company deems it appropriate, and notifies the Union in advance, the period may be extended up to a maximum of four months.

## **ARTICLE T3**

### **Operator in Charge-Night**

**T3.01** The non-management person in charge of an Operator Services Center during an all-night tour, will be designated Operator in Charge-Night and will receive the differential payment specified in Exhibit T1. .

**T3.02** An employee designated as Operator in Charge-Night may transfer from an all-night tour to any other tour only as an Operator. The transfer and choice of tours will be in accordance with Article T2.02 and T2.03..

**T3.03** Employees working the all-night tour who are not designated as Operator in Charge-Night shall be paid in accordance with the wage rate for Operator.

**T3.04** In making assignments to the title of Operator in Charge-Night, Management will give full consideration to ability, aptitude, attendance and personal training for the job to be filled. Ability and qualifications for the job being equal, seniority shall prevail.

**T3.05** In the event that none of the employees selecting the all-night tour is willing to accept the title of Operator in Charge-Night, Management will assign said title to an Operator who is willing to accept the assignment. If no employee will accept the title on a voluntary basis, Management will assign the title of Operator in Charge-Night to the junior qualified employee who has selected the all-night tour.

**T3.06** In the event that none of the employees selecting the all-night tour is considered by Management to be capable of filling this position, the junior employee selecting such tour will be returned to the day work force (all tours other than the all-night tour) and Management will assign the title of Operator in Charge-Night in accordance with the provisions of Article T3.05. It is agreed by the parties that the selection of an Operator in Charge-Night under the provisions of this paragraph is subject to Articles G8 and G9 of the existing collective bargaining agreement between the parties.

**T3.07** In any office wherein a Management person is appointed to administer the all-night work force, the Company reserves the right to either retain the Operator in Charge-Night, or to change the title of Operator in Charge-Night to Operator and add a Service Assistant to the all-night work force.

## **ARTICLE T4**

### **Relief Periods**

**T4.01** A relief period of 15 minutes shall be given in each session of two and one-half hours or more except to Service Assistants who shall be given 20 minute relief periods..

**T4.02** **Employees Working All-Night Tours** Employees who work throughout the night in offices having two or more persons on duty during the night shall be allowed time for rest equivalent to the standard day relief periods, in addition to an unpaid meal period.

**T4.03** Relief periods are paid time and employees on relief are considered to be on duty



## **ARTICLE T5**

### **Differential and Premium Pay**

**T5.01** A Wage Table 31 employee who works a tour which has an established differential shall be paid the amount specified in Exhibit T1 of this Contract, if the employee works any portion of such one-session evening tour or any portion of the second session of such two-session tour.

**T5.02** A premium payment of straight time extra at the basic hourly wage rate shall be made for actual time worked on Christmas Eve, December 24, and New Year's Eve, December 31, between the hours of 7:00 P.M. and 7:00 A.M. the following day. This premium shall be in addition to any overtime, Sunday or differential payments to which the employee is entitled but it shall not be paid in the case of paid absence or sleeping time of all-night operators during the hours specified.

**T5.03** If a posted tour is changed by the Company without 48 hours notice as described in Article T2, an additional payment of one-half the basic hourly wage rate shall be made for any time worked which does not coincide with the previously assigned tour, excluding changes in lunch and reliefs. This premium shall also apply to extensions of posted part tours when the notice of extension does not meet a 24 hour notice requirement.

**T5.04** Service Assistants and Service Assistant Aides who are assigned to provide initial training or coaching to new students will receive a daily payment of \$7.00 for each day worked in this capacity. Other employees who are assigned to provide such training or coaching will receive the greater of, a daily payment of 10% of the daily basic wage rate for each day assigned, or a minimum payment of \$5.00.

## **ARTICLE T6**

### **Overtime and Sunday Pay**

#### **T6.01 Overtime**

Daily overtime is a period of six minutes or more, worked in excess of a full time tour of eight hours. Weekly overtime is time worked in excess of forty hours in a calendar week. Daily overtime shall not be used in computing weekly overtime.

**T6.02** Daily or weekly overtime shall be paid at the rate of time and one-half the basic hourly wage rate.

**T6.03** An employee who works a tour beginning on Sunday shall be paid premium pay at the rate of time and one-half for the hours worked.

**T6.04** Overtime worked on a holiday shall be paid at the rate of two and one-half times the basic hourly wage rate.

**T6.05** To the extent that the overtime hours actually worked in a week and paid at time and one-half exceed nine overtime hours, such excess hours will be paid at two times the basic hourly rate.

**T6.06** Fractional hours of overtime beyond six minutes worked at the request of Management shall be counted on the basis of the next higher quarter hour, for example (6 - 15 minutes equals 1/4 hour; 16 - 30 minutes equals 1/2 hour, etc.).

**T6.07** Tour differentials shall be included in the base for overtime computation for all overtime worked beyond five full time tours.

**T6.08** Only the following paid absence time will be included in the computation of overtime:

- Vacation
- Personal Days
- Company observed Holidays
- Company paid absence to serve as a Union representative at a meeting with Management
- Day off with pay granted in lieu of a holiday falling on a Saturday or Sunday
- Company paid jury duty
- Company paid bereavement

There shall be no duplication of payments for excess time worked under the foregoing provisions of this Article.

**ARTICLE T7**  
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## **ARTICLE T8**

### **Absence From Duty**

**T8.01** Employees shall be paid for absence from assigned duty because of the following reasons:

- (a) Appointment with a physician or the Medical Department or the Company's local medical consultant which has been requested by the Company.
- (b) Jury duty or witness service in a court proceeding pursuant to a summons or subpoena when the employee is not a party to the case, or as requested by the Company. Under no circumstances will the Company pay any employee for testimony or participation in a court or administrative proceeding, including preparation therefor, when not requested by the Company.
- (c) Death in the immediate family. "Immediate family" shall normally be considered to consist of wife, husband, domestic partner, father, mother, brother, sister, father-in-law, mother-in-law, children, grandparent, grandchild and other relatives living in the employee's household. Normally such absence will not exceed three working days.
- (d) Quarantine of an employee when determined to be necessary by Company's Medical Department.

**T8.02** Personal Days, designed to accommodate personal, immediate need requests for time off are provided in Article G15 ("Personal Days").

**T8.03** Payment for such absence shall be at straight time.

**T8.04** Absence from assigned duty beyond the normal five day work week on a sixth or seventh day in a calendar week shall not be paid for.

**T8.05** Allowances shall mean payments at the employee's regular rate.

**T8.06** Allowances to full time employees shall be made at the basic rate of pay in effect on the first day of absence. This rate shall include the differential for the tour or tours the employee was assigned to work during the period of absence due to illness.

**T8.07** Payments and allowances described in this article may be suspended or discontinued for just cause in individual cases on the authority of a District level supervisor.

## **ARTICLE T9**

### **Holidays**

**T9.01** On the following holidays all employees working in the States of Maine, New Hampshire, and Vermont shall receive a holiday allowance of one day's pay at the straight time rate subject to the exceptions in the following paragraphs:

<b>HOLIDAYS</b>	
New Year's Day	JANUARY 1
President's Day	THIRD MONDAY IN FEBRUARY
Memorial Day	LAST MONDAY IN MAY
Independence Day	JULY 4
Labor Day	FIRST MONDAY IN SEPTEMBER
Veteran's Day	NOVEMBER 11
Thanksgiving Day	FOURTH THURSDAY IN NOVEMBER
Christmas Day	DECEMBER 25
Floating Holidays	NOTE A

**NOTE A** - Employees are eligible for two Floating Holidays, except that for employees permanently assigned in the State of Vermont the number of Floating Holidays shall be three; and for employees permanently assigned in the State of New Hampshire the number of Floating Holidays shall be three in even-numbered years only. However, an employee hired on or after May 1 and prior to Columbus Day, will be eligible for one Floating Holiday for the calendar year in which hired. Employees hired on or after Columbus Day are not eligible and may not select Floating Holidays in the calendar year in which hired. Eligible employees permanently assigned in the states indicated shall select Floating Holidays from the following chart, concurrent with the scheduling of vacations:

	ME	NH	VT
Martin Luther King Day	THIRD MONDAY IN JANUARY	THIRD MONDAY IN JANUARY	THIRD MONDAY IN JANUARY
Lincoln's Birthday			Feb. 12
Fast Day		4th M Apr.	
Patriot's Day	3rd M Apr.		
Bennington Battle Day			Aug. 16
Columbus Day	SECOND MONDAY IN OCTOBER	SECOND MONDAY IN OCTOBER	SECOND MONDAY IN OCTOBER
General Election Day		EVEN NUMBERED YEARS	
Day After Thanksgiving	FOURTH FRIDAY IN NOVEMBER	FOURTH FRIDAY IN NOVEMBER	FOURTH FRIDAY IN NOVEMBER
Employee's Birthday			
Religious Holidays			

**T9.02** When any of these fixed holidays other than Christmas fall on Sunday, the following Monday shall be observed instead.

**T9.03** Employees Who Work

Employees who work on the holiday will be paid one day's pay plus one and one-half times the normal basic hourly rate for time worked up to a full tour and two and one-half times the basic hourly rate beyond a full tour. An employee will also be paid the differential associated with the tour.

Employees will receive an additional premium payment of one-half the basic hourly wage rate for all hours worked on holidays in excess of three in a calendar year.

**T9.04** Employees Who Do Not Work

All regular full time and temporary full time employees who do not work on the holiday will receive one day's pay for the holiday.

**ARTICLE T10**  
**Vacations**

**REGULAR EMPLOYEES**  
**Eligibility**

**T10.01** Vacations shall not start on days other than Sunday except as provided in paragraph G15A.14. An employee may elect, at the time of vacation selection, to take an unassigned day on the Sunday following the conclusion of a vacation.

**ARTICLE T11**  
**Promotion**

**T11.01** Selection of employees for promotion within an office to Service Assistant Aide, Service Assistant and clerical assignments shall be based on full consideration by the Company of ability, aptitude, attendance and personal training for the job to be filled. Ability and qualifications for the job being equal, seniority shall prevail. The same principles shall apply to clerical employees in District and other staff groupings

**ARTICLE T12**  
**Expenses**

**GENERAL**

**T12.01** It is the intent of the Company to reimburse employees incurring reasonable and necessary expenses, which have been authorized in connection with appropriate activities having to do with business of the Company. Expense vouchers, other than for allowances specified in this Article, shall represent amounts actually expended and shall be made out and signed as "correct" by the employee incurring the expense.

**T12.02** In the case of permanent transfer by Management, the expense and travel time treatment will terminate after 90 calendar days following date of transfer.

## TRAVEL TIME AND EXPENSE

**T12.03** An employee who works a split tour will be paid a transportation allowance of \$1.65 per day up to a distance of 10 miles from the central office and \$3.30 per day for distances beyond 10 miles from the central office in recognition of the extra round trip between home and office.

**T12.04** When an employee is temporarily transferred by Management to meet the requirements of the service, Management will decide the most equitable expense and travel time treatment as outlined in this Article. For the purpose of computing distance in this Article, Management shall determine mileage by the most direct and practicable route on a standard road map.

**T12.05** In those temporary transfers where it has been decided that the employee is to travel daily to the new reporting headquarters one of the following provisions will apply:

- (a) If Company transportation is used, travel shall be on Company time. No travel expense will be allowed.
- (b) If public transportation is used, travel shall be on Company time. The actual expense incurred will be allowed.
- (c) If the Company decides to provide a travel allowance for each day worked in lieu of the travel time and expense provisions of paragraphs (a) or (b) above, such travel allowance shall be in accordance with the following schedule:

**Distance from normal reporting headquarters to new reporting headquarters**

**Daily Allowance**

5 but less than 15 miles	\$21.45
15 but less than 25 miles	\$30.25
25 but less than 35 miles	\$39.05
35 but less than 50 miles	\$54.45

**Note:** If the Company decides with employee concurrence, to provide a travel allowance in lieu of travel time and expense where the transfer is for less than five days and to a reporting headquarters 50 to 60 miles, inclusive, from normal reporting headquarters, the employee will receive an allowance of \$72.60 for each day worked.

- (d) If the employee utilizes a route which involves toll charges, the employee will be reimbursed for the amount of the toll charges actually incurred even if the route is other than that which Management determined for the purposes of paragraph (c).
- (e) No travel allowance will be paid to employees working in the city or town in which they reside, even though such assignment is away from their normal reporting headquarters, unless the distance from the employee's residence to the new reporting headquarters is five miles or more.

**T12.06** In those temporary transfers where it has been decided that an employee is to be boarded at a distant point, one of the following procedures will apply:

- (a) If the employee is to be boarded seven days per week the employee is to be on the job for the entire normal work week. Necessary travel time to and from reporting headquarters at the beginning and end of such transfer shall be treated as time worked. When transportation is not provided by or arranged for by the Company, the employee shall be paid a transportation allowance equal to the Internal Revenue Service (IRS) business use deduction rate in effect at the time per mile for the distance between the employee's normal reporting headquarters and the new reporting headquarters. If the employee is not assigned work on either Saturday or Sunday, the employee will have the option of the transportation treatment provisions of paragraph (b) below, in lieu of lodging and meal expenses over the weekend.
- (b) If the employee is to be boarded up to five days per week the employee will be allowed reasonable travel time to return from the job to reporting headquarters and from headquarters to the job over the weekend, provided that the actual travel time does not exceed two hours each way. When transportation is not provided by or arranged for by the Company, the employee shall be paid a transportation allowance equal to the Internal Revenue Service (IRS) business use deduction rate in effect at the time per mile for the distance between the employee's normal reporting headquarters and the new reporting headquarters.



## **BOARD ALLOWANCE**

**T12.07** Board Allowance for the purpose of this Article shall mean meals and lodging.

**T12.08** When an employee is to be boarded, as provided in paragraph T12.06 above, one of the following procedures will apply:

- (a) The Company will make arrangements for lodging and meals, or
- (b) The Company will make arrangements for lodging and the employees will receive a daily meal allowance of \$45.10 for each day assigned as follows:
- (c) The Company will make arrangements for transportation between the lodging location and the reporting location when the distance between the locations exceeds one mile.
- (d) If the Company decides with employee concurrence, to provide a board allowance in lieu of the provisions of (a) or (b) and (c), the employee will receive a board allowance of \$100.00 for each day assigned.
- (e) If the employee is to be boarded seven days per week, a laundry allowance of \$18.15 will be paid for each weekend that the employee is assigned to work Saturday or Sunday, or both days.

## **MOVING EXPENSE-RELOCATION ALLOWANCE**

**T12.09** When such transfer is requested by the employee or is associated with re-employment following layoff, no moving expense or relocation allowance will be paid.

## **CONCLUSION**

**T12.10** The payments provided in this Article are expense allowances and shall not be construed as part of basic wages for any purpose under this Agreement.

**EXHIBIT T1**  
**Schedule of Differential Payments**

<b>Tour</b>	<b>Per Tour</b>
Ending at 6:00 PM or before 10:00 PM	\$4.00
Ending at 10:00 PM or before 1:00 AM	\$5.00
Ending at 1:00 AM through 7:00 AM	\$6.00
Beginning at or before 6:00 AM	\$3.00
Operator in Charge - Night	\$5.00
Operator Service Center Administrative Assistant	\$2.00

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# ARTICLE A1

## Work Day and Work Week

**A1.01** A basic work day shall consist of eight consecutive hours. It includes the two relief periods but excludes a meal period which normally will not exceed one hour.

**A1.02** The basic work week for all employees consists of any five basic work days, Monday through Saturday. Absence from scheduled assignments, either paid or unpaid, and holidays unassigned are included in the basic five day work week.

A day tour shall be within the hours of 6:00 A.M. and 6:00 P.M.

An evening tour shall be within the hours of 3:00 P.M. to 2:00 A.M.

A night tour shall be within the hours of 10:00 P.M. to 11:00 A.M.

**A1.03** The Company agrees to notify employees of a change in hourly or weekly work schedules at least two weeks before the change is to take effect. However, under unusual circumstances, a shorter notification period may be given by mutual consent between the Company and the Union.

**A1.04** When the Company makes a weekly schedule other than Monday through Friday or an hourly schedule that differs from the normal office schedule, the employees within a unit shall be given the opportunity to volunteer by seniority. If necessary, the Company then will assign employees in inverse order of seniority within the unit. It shall be the Company's intent to keep variations in changing weekly or hourly schedules to a minimum.

**A1.05** Employees shall be granted a 15 minute relief period with pay during each session. An additional 15 minute relief period will be granted with each three hours of overtime worked.

**A1.06** The term "session" applies to that portion of a day tour which precedes or follows the meal period. The term "session" applies to that portion of an evening or night tour which precedes or follows a combined relief period.

**A1.07** A payroll week begins on Sunday and ends on the following Saturday.

## **ARTICLE A2**

### **Overtime, Premium and Differential Payments**

**A2.01** Except as set forth in Section G34.04 of this Agreement, any time worked in excess of eight hours in any one day except Holidays (Article A5), or in excess of forty hours in a calendar week, or on a Sunday shall be paid for at one and one-half times the basic hourly wage rate. Time worked on Sundays shall be included in the computation of total hours to determine weekly overtime payments.

There shall be no duplication of payments for excess time worked under the foregoing provisions of this section.

**A2.02** Overtime hours in excess of nine per week will be paid at two times the basic hourly wage rate.

**A2.03** Only the following paid absence time will be included in the computation of overtime:

- Vacation
- Personal Days
- Company observed Holidays
- Company paid absence to serve as a Union representative at a meeting with Management
- Day off with pay granted in lieu of a holiday falling on a Saturday or Sunday
- Company paid jury duty
- Company paid bereavement

Daily overtime shall not be used for computing weekly overtime.

**A2.04** A minimum of six minutes work is necessary to qualify for overtime payments for work in excess of eight hours in any one day.

**A2.05** Pay for overtime shall be payable on the basis of the employee's basic rate plus four differentials.

**A2.06** Employees who work a basic work day which starts or ends between 7:01 P.M. and 5:59 A.M. shall receive a daily differential payment of ten percent (10%) of the daily basic wage rate for each day paid.

**A2.07** Employees who train other employees for two hours or more shall receive a daily payment of ten percent (10%).

### **ARTICLE A3**

#### **Equal Distribution of Overtime**

**A3.01** The Company will make every reasonable effort to equalize overtime opportunities for employees in a supervisory unit of an Accounting Office. Overtime selection will be made from employees who are able to do the particular work.

**A3.02** Records of overtime distribution will be maintained on a monthly basis and will be accessible to the employees in the supervisory unit involved.

**A3.03** The Company will attempt to offer overtime assignments first to the employee with the lowest amount of overtime hours in the supervisory unit.

### **ARTICLE A4**

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### **ARTICLE A5**

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### **ARTICLE A6**

#### **Absence From Duty**

**A6.01** Employees shall be paid for absence from assigned duty for the following reasons:

- (a) Appointment with whatever resource or service the Company, in its discretion, chooses to use, which has been requested by the Company.
- (b) Death in the immediate family. "Immediate family" shall normally be considered to consist of husband, wife, domestic partner, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law; grandparent, grandchild; also, any other relatives living in the employee's household. Such absence will normally not be in excess of three working days. The Company's

decision in each case must be based upon circumstances in such case.

- (c) Quarantine because of illness of a member of the employee's household, provided such quarantine is in accordance with Medical Department advice.
- (d) Jury duty or witness service in a court proceeding pursuant to a summons or subpoena when the employee is not a party to the case, or as requested by the Company. Under no circumstances will the Company pay any employee for testimony or participation in a court or administrative proceeding, including preparation therefor, when not requested by the Company.
- (e) The Company agrees to pay not more than three authorized representatives of the Union, who are employees covered by this section of the agreement, at the straight-time hourly rate during normal working hours when attending collective bargaining sessions with Company representatives.

**A6.02** Personal Days, designed to accommodate personal, immediate need requests for time off are provided for in Article G15, (“Personal Days”).

## **ARTICLE A7**

### **Holidays**

**A7.01** On the following holidays all employees working in the States of Maine, New Hampshire, and Vermont shall receive a holiday allowance of one day's pay at the straight time rate subject to the exceptions in the following paragraphs:

<b>HOLIDAYS</b>	
New Year's Day	JANUARY 1
President's Day	THIRD MONDAY IN FEBRUARY
Memorial Day	LAST MONDAY IN MAY
Independence Day	JULY 4
Labor Day	FIRST MONDAY IN SEPTEMBER
Veteran's Day	NOVEMBER 11
Thanksgiving Day	FOURTH THURSDAY IN NOVEMBER
Christmas Day	DECEMBER 25
Floating Holidays	NOTE A

NOTE A - Employees are eligible for two Floating Holidays, except that for employees permanently assigned in the State of Vermont the number of Floating Holidays shall be three; and for employees permanently assigned in the State of New Hampshire the number of Floating Holidays shall be three in even-numbered years only. However, an employee hired on or after May 1 and prior to Columbus Day, will be eligible for one Floating Holiday for the calendar year in which hired. Employees hired on or after Columbus Day are not eligible for and may not select Floating Holidays for the calendar year in which hired. Eligible employees permanently assigned in the states indicated shall select Floating Holidays from the following chart, concurrent with the scheduling of vacations:

	ME	NH	VT
Martin Luther King Day	THIRD MONDAY IN JANUARY	THIRD MONDAY IN JANUARY	THIRD MONDAY IN JANUARY
Lincoln's Birthday			FEBRUARY 12
Fast Day		4 <sup>th</sup> Monday in April	
Patriot's Day	3 <sup>rd</sup> Monday in April	3 <sup>rd</sup> Monday in April	
Bennington Battle Day			August 16
Columbus Day	SECOND MONDAY IN OCTOBER		
General Election Day		EVEN NUMBERED YEARS	
Thanksgiving	FOURTH FRIDAY IN NOVEMBER	FOURTH FRIDAY IN NOVEMBER	FOURTH FRIDAY IN NOVEMBER
Employee's Birthday			
Religious Holiday			



**A7.02** When any of these days fall on a Sunday, the holiday shall be observed on the following Monday.

**A7.03** When any of these holidays fall on Saturday, schedules which do not include Saturday will be rescheduled for that week to include the Saturday holiday as one of the five days of the normal work week. Friday will be designated as the unassigned day for all employees eligible for the holiday.

**A7.04** Employees not scheduled to work on Monday through Friday holidays shall receive a holiday allowance equal to their daily wage rate, unless they are absent without pay for the entire calendar week in which the holiday occurs. An employee who works a Monday through Friday holiday shall be paid at the rate of one and one-half times the basic hourly rate for hours actually worked up to eight in addition to the amount the employee would receive if the employee did not work on that day. For time worked in excess of eight hours the employee shall be paid at the rate of two and one-half times the employee's basic hourly wage rate.

**A7.05** When a holiday occurs during an employee's vacation, the employee shall be entitled to an extra day off with pay at the basic rate in accordance with Article G15A.15 Vacation Holiday.

**A7.06** Part time employees who are absent without pay for the entire calendar week in which a holiday occurs, will not be paid for the holiday.

**A7.07** A temporary full time employee shall be paid a holiday allowance equal to his/her daily rate of pay.

Temporary part time employees who are absent without pay for the entire calendar week in which a holiday occurs, will not be paid for the holiday.

## **ARTICLE A8**

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## **ARTICLE 9**

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## **ARTICLE A10**

### **Expenses**

**A10.01** It is the intent of the Company to reimburse employees incurring reasonable and necessary expenses, which have been authorized in connection with appropriate activities having to do with business of the Company. Expense vouchers, other than for allowances specified in this Article, shall represent amounts actually expended and shall be made out and signed as "correct" by the employee incurring the expense.

**A10.02** Temporary Assignments between Reporting Headquarters: Temporary assignments to different reporting locations shall be on a voluntary basis. Pay treatment shall not change unless the employee is assigned to a higher wage table or a higher wage zone.

**A10.03** In those temporary transfers where it has been decided that the employee is to travel daily to the new reporting headquarters, one of the following provisions will apply:

- (a) If Company transportation is used, travel shall be on Company time. No travel expense will be allowed.
- (b) If public transportation is used, travel shall be on Company time. The actual expense incurred will be allowed.
- (c) If the Company decides to provide a travel allowance for each day worked in lieu of the travel time and expense provisions of paragraphs (a) or (b) above, such travel allowance shall be in accordance with the following schedule:

<b>Distance from normal reporting headquarters to new reporting headquarters</b>	<b>Daily Allowance</b>
5 but less than 15 miles	\$21.45
15 but less than 25 miles	\$30.25
25 but less than 35 miles	\$39.05
35 but less than 50 miles	\$54.45

**Note:** If the Company decides with employee concurrence, to provide a travel allowance in lieu of travel time and expense where the transfer is for less than five days and to a reporting headquarters 50 to 60 miles, inclusive, from normal reporting headquarters, the employee will receive an allowance of \$72.60 for each day worked.

- (d) If the employee utilizes a route which involves toll charges, the employee will be reimbursed for the amount of the toll charges actually incurred even if the route is other than that which Management determined for the purposes of paragraph (c).
- (e) No travel allowance will be paid to employees working in the city or town in which they reside, even though such assignment is away from their normal reporting headquarters, unless the distance from the employee's residence to the new reporting headquarters is five miles or more.

**A10.04** Employees who are permanently transferred by Management to a new reporting headquarters may:

- (a) elect to receive reimbursement for reasonable moving costs incurred not to exceed \$10,670.00 if they are required, in the judgment of the Company, to relocate their residence as a result of the transfer; or
- (b) elect to receive a relocation allowance of \$2750.00 if the new reporting headquarters is more than 35 miles from the employee's present permanent reporting headquarters.

Claims for reimbursement for reasonable moving costs incurred, or for a relocation allowance must be made within 12 months of effective date of transfer.

**A10.05** When such transfer is requested by the employee, or is associated with reemployment following layoff, no moving expense or relocation allowance will be paid.

## **CONCLUSION**

**A10.06** The payments provided in this Article are expense allowances and shall not be construed as part of basic wages for any purpose under this Agreement.

**ARTICLE 11**  
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**ARTICLE A13**  
**Data Regarding Covered Employees**

**A13.01** The Company agrees upon reasonable request, to furnish the names, addresses, job titles and locations of all employees in the bargaining unit.

**A13.02** The Company agrees to furnish weekly to the Local Union a listing of all force movements within each bidding area. Each listing will include the name, payroll number, location, title, seniority date, effective date and reason for the movement of those so involved.

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# ARTICLE S1

## Tours

### BASIC WORK WEEK

**S1.01** The basic work week consists of five full basic work days, each within a given calendar week.

### BASIC WORK DAY

**S1.02** A basic work day is eight hours. It includes the relief periods but excludes the meal period.

### SESSIONS

**S1.03** The term "Sessions" applies to that portion of a day or evening which precedes or follows the unpaid meal period.

### TOUR

**S1.04** A tour is comprised of the daily hours of duty assigned an employee and includes the relief period but excludes the meal period, if provided.

### MEAL PERIOD

**S1.05** The meal period is the unpaid period of time, normally not to exceed one hour, allowed for meals between two sessions of a full day.

### RELIEF PERIOD

**S1.06** Employees shall be granted a 15 minute relief period with pay during each session.

### SUNDAY PAY

**S1.07** Sunday work shall be paid at the rate of time and one-half the basic hourly wage rate for all time worked.

### OVERTIME

**S1.08** Except as set forth in Section G34.04 of this Agreement, overtime is time worked beyond the basic eight hour work day, or the basic work forty hour week.

## **SELECTION**

**S1.09** Seniority shall prevail in the selection of tours and days off subject to meeting the requirements of service.

**S1.10** Regular part time and temporary employees, within each work location shall be assigned to tours and days off after regular full time employees have been assigned, subject to meeting the requirements of service.

**S1.11** When there are insufficient volunteers to cover the required tours, qualified employees, by inverse seniority, will be assigned as follows:

- (1) Temporary employees
- (2) Regular part time employees
- (3) Regular full time employees

## **CHANGE IN TOURS**

**S1.12** The Company shall notify the affected employee of new work schedules, or any change or variation in his or her existing work schedules, which will be in effect for one full week or longer, at least by Wednesday of the week prior to the effective date in which the change is to be made. In those instances where such a change in schedule is to be made for less than one full week, the Company will notify the affected employee as early as practicable.

**S1.13** Changes of assignment of tours and days off may be requested by the employees and may be granted by the Company consistent with meeting the requirements of service, and in accordance with Article S1.09.

## **TOUR DIFFERENTIALS**

**S1.14** An employee who works a basic work day (as defined in Article S1) which starts or ends between 7:01 P.M. and 6:59 A.M. shall be paid a differential of ten percent of their basic weekly wage rate for each full week so assigned. If assigned to such a work day for periods of less than a full week, one-fifth of the weekly differential will be paid for each day so assigned.

**S1.15** An employee shall be paid a daily differential in the amount of three and one-half percent of the employee's basic hourly wage rate, multiplied by the number of hours in the employee's normal daily tour, if assigned by

management to provide bilingual services to customers for at least the number hours equal to a half tour. Only employees who qualify as proficient on appropriate Company test requirements for the language being used will be eligible to be assigned bilingual work, and receive this differential.

**S1.16** Pay for overtime shall be payable on the basis of the employee's basic rate, excluding tour differentials, except that tour differentials shall be included in the basis for overtime computation for all hours worked beyond forty (40) hours in a basic work week.

## **WORK SCHEDULE COMMITTEE MEETINGS**

**S1.17** Joint Company and Union Work Schedule Committee meetings will be held quarterly, or more often if the parties so agree.

# **ARTICLE S2**

## **Overtime and Call Outs**

### **DAILY OVERTIME**

**S2.01** Except as set forth in Section G34.04 of this Agreement, daily overtime, at the rate of time and one-half will be paid to employees who work in excess of an eight hour basic workday, except on a holiday when such work will be paid at the rate of two and one-half times the straight time rate for such hours actually worked. Such time worked shall not be used in computing weekly overtime hours. A minimum of seven minutes worked is necessary to qualify for such overtime payments. Overtime hours in the case of Compressed Work Week will be paid in accordance with Article G34.

### **WEEKLY OVERTIME**

**S2.02** Weekly overtime shall be paid for at time and one-half for time worked in excess of forty hours in a basic workweek. A day off with pay granted in lieu of a Saturday holiday counts as a day of work in computing payment for weekly overtime at the rate of time and one-half. Those overtime hours in excess of 10 per week will be paid at the double-time rate. Overtime hours in the case of Compressed Work Week will be paid in accordance with Article G34.

**S2.03** Only the following paid absence time will be included in the computation of overtime:



- Vacation
- Personal Days
- Company observed Holidays
- Company paid absence to serve as a Union representative at a meeting with Management
- Day off with pay granted in lieu of a holiday falling on a Saturday or Sunday
- Company paid jury duty
- Company paid bereavement

Daily overtime shall not be used for computing weekly overtime.

## **OVERTIME LIMITATIONS**

**S2.04** An employee will be required to work no more than a total of 10 hours overtime in any payroll week during January, February, March, April, May, November, and December and no more than a total of 12 hours overtime in any payroll week during the remaining five calendar months of the year except in case of emergency, long term service difficulties or if the employee consents to such overtime.

**S2.05** An "emergency" is an event of national importance, fire, explosion, or other catastrophe, severe weather conditions, major cable and equipment failures, or an act of God.

**S2.06** The parties recognize that service difficulties for an extended period may develop from time to time during which suspension of the above overtime limitations would be appropriate. In the event such service difficulties develop, the Company and the Union will meet to discuss the problem and determine how to best deal with the situation.

## **OVERTIME DISTRIBUTION**

**S2.07** The Company will distribute overtime in as fair and equitable a manner as circumstances and job requirements will permit. Records of overtime distribution will be maintained locally. Overtime distribution procedures cannot be designed to encourage or foster payment of overtime at two times the straight time rate.

## **ARTICLE S3**

### **Absence From Duty**

#### **PAID ABSENCE**

**S3.01** An employee's absence shall be paid for by the Company if excused for the following reasons:

- (a) Appointment with whatever resource or service the Company, in its discretion, chooses to use, which has been requested by the Company.
- (b) Death in the immediate family, normally not to exceed three working days. The Company's decision in each case must be based upon circumstances in such case. The "immediate family" shall be considered to mean husband, wife, domestic partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparent and grandchild; also, any other relative living in the employee's household.
- (c) Jury duty or witness service in a court proceeding pursuant to a summons or subpoena when the employee is not a party to the case, or as requested by the Company. Under no circumstances will the Company pay any employee for testimony or participation in a court or administrative proceeding, including preparation therefore, when not requested by the Company.

**S3.02** Payment for such absence shall be at straight time.

#### **OTHER ABSENCE**

**S3.04** Other absence may be approved without pay if working conditions and force requirements permit.

## **ARTICLE S4**

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## ARTICLE S5 Holidays

**S5.01** On the following holidays all employees working in the States of Maine, New Hampshire, and Vermont shall receive a holiday allowance of one day's pay at the straight time rate subject to the exceptions in the following articles:

HOLIDAYS	
New Year's Day	JANUARY 1
President's Day	THIRD MONDAY IN FEBRUARY
Memorial Day	LAST MONDAY IN MAY
Independence Day	JULY 4
Labor Day	FIRST MONDAY IN SEPTEMBER
Veteran's Day	NOVEMBER 11
Thanksgiving Day	FOURTH THURSDAY IN NOVEMBER
Christmas Day	DECEMBER 25
Floating Holidays	NOTE A

**NOTE A-** Employees will be eligible for two Floating Holidays, except that for employees permanently assigned in the State of Vermont the number of Floating Holidays shall be three; and for employees permanently assigned in the State of New Hampshire the number of Floating Holidays shall be three in even-numbered years only. However, an employee hired on or after May 1 and prior to Columbus Day will be eligible for one Floating Holiday for the calendar year in which hired. Employees hired on or after Columbus Day are not eligible for and may not select Floating Holidays for the calendar year in which hired. Eligible employees permanently assigned in the states indicated shall select Floating Holidays from the following chart, concurrent with the scheduling of vacations:

	ME	NH	VT
Martin Luther King Day	THIRD MONDAY IN JANUARY	THIRD MONDAY IN JANUARY	THIRD MONDAY IN JANUARY
Lincoln's Birthday			Feb. 12

Fast Day		4th M Apr.	
Patriot's Day	3rd M Apr.		
Victory Day			
Bennington Battle Day			Aug. 16
Columbus Day	SECOND MONDAY IN OCTOBER	SECOND MONDAY IN OCTOBER	SECOND MONDAY IN OCTOBER
General Election Day		EVEN NUMBERED YEARS	
Day After Thanksgiving	FOURTH FRIDAY IN NOVEMBER	FOURTH FRIDAY IN NOVEMBER	FOURTH FRIDAY IN NOVEMBER
Employee's Birthday			
Religious Holiday			

**S5.02** When any of the days listed in Article S5.01 falls on a Sunday, the following Monday shall be observed instead.

**S5.03** During a week in which a holiday occurs (excluding those weeks in which the holiday falls on Saturday) the normal week of employees consists of four full days for which they shall receive the full amount of their basic weekly wage rate. For work in excess of four full days, employees will be compensated at the rate of time and one-half computed at their basic hourly wage rates except that work on the holiday itself will be compensated for in accordance with Article S5.05.

**S5.04** In cases where a holiday occurs during an employee's vacation, the employee will be treated in accordance with Article – G15A.15 Vacation Holiday.

**S5.05** Employees who work on holidays shall be compensated at the rate of one and one-half times the straight time rate, for hours actually worked

within the basic workday in addition to a day's pay for the holiday. Time worked in excess of a basic workday on such holidays will be compensated at the rate of two and one-half times the straight time rate for such hours actually worked.

**S5.06** When any of these holidays fall on a Saturday, schedules which do not include Saturday will be rescheduled for that week to include the Saturday holiday as one of the five days of the normal work week. Friday will be designated as the unassigned day for all employees eligible for the holiday.

**S5.07** A temporary employee shall not receive holiday pay if that employee has not worked in each of the four calendar weeks immediately preceding the week in which the holiday falls. A temporary employee shall not be paid if assigned but fails to report or is offered work and declines the holiday assignment.

## **ARTICLE S6**

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## **ARTICLE S7**

### **Promotions**

**S7.01** The following procedures apply to promotion of employees to fill clerical jobs within the reporting location to which they are assigned. These procedures do not apply to promotion of employees between locations within the Bargaining Unit.

**S7.02** When the company decides to fill a clerical job under the provisions of this Article, it will post a notice of the job to be filled. Such notice will be posted only at the location in which the vacancy occurs and will remain posted for seven working days within which time those employees at that location who want to be considered for a promotion shall notify their supervisor on a form provided. The notices shall contain the job level, initial tour assignment, the maximum wage rate, the date of which the notice was posted and the last day for filing applications. In certain instances, the posting of notices may be waived by mutual agreement between the Company and the Union.

**S7.03** Applicants for posted vacancies will be considered in the following order:

- (1) Regular full time employees at the reporting location who are assigned to a lower level clerical job title.
- (2) Regular full time employees, outside of the reporting location but within the bargaining unit, who are assigned to the same clerical job title and who have submitted lateral transfer requests.
- (3) Regular full time employees in the same department, outside of the reporting location who are assigned to the same clerical job title and who have submitted lateral transfer requests.

Vacancies that exist following steps 1, 2, and 3 above will be filled according to Article G30 of this Agreement, Filling Vacancies.

**S7.04** When the Company selects an employee from within the reporting location for permanent or temporary promotion from a lower level clerical job to a higher level job, seniority shall govern if all other qualifications of the individuals being considered are determined by the Company to be substantially equal.

## **ARTICLE S8**

### **Promotional Increases**

#### **PERMANENT PROMOTIONS**

**S8.01** On permanent promotions within the Department, employees shall be placed at the wage rate on the wage table to which promoted in accordance with their existing wage rate length of service.

#### **TEMPORARY PROMOTIONS**

**S8.02** When employees are temporarily assigned by the Company to a job on a higher wage table within the Department, they will receive the wage rate of the higher table in accordance with their existing wage rate length of service provided that the temporary assignment is for the major portion of the assigned tour.

## **ARTICLE S9**

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# ARTICLE S10

## Expenses

### GENERAL

**S10.01** It is the intent of the Company to reimburse employees incurring reasonable and necessary expenses, which have been authorized in connection with appropriate activities having to do with business of the Company. Expense vouchers, other than for the allowances specified in this Article, shall represent amounts actually expended and shall be made out and signed as "correct" by the employee incurring the expense.

**S10.02** When an employee is transferred by Management to meet the requirements of the service, Management will decide the most equitable expense and travel time treatment as outlined in this Article. For the purpose of computing distance in this Article, Management shall determine mileage by the most direct and practicable route on a standard road map.

**S10.03** When transfer is requested by the employee no expense or travel time treatment is provided.

**S10.04** In the case of permanent transfer by Management, the expense and travel time treatment will terminate after 90 calendar days following date of transfer.

### TRAVEL TIME AND EXPENSE

**S10.05** In those transfers, permanent or temporary, where it has been decided that the employee is to travel to the new reporting headquarters one of the following provisions will apply:

- (a) If Company transportation is used, travel shall be on Company time. No travel expense will be allowed.
- (b) If public transportation is used, travel shall be on Company time. The actual expense incurred will be allowed.
- (c) If the Company decides to provide a travel allowance for each day worked in lieu of the travel time and expense provisions of articles (a) or (b) above, such travel allowance shall be in accordance with the following schedule:

**Distance from normal reporting headquarters to new reporting headquarters**

**Daily Allowance**

5 but less than 15 miles	\$21.45
15 but less than 25 miles	\$30.25
25 but less than 35 miles	\$39.05
35 but less than 50 miles	\$54.45

**Note:** If the Company decides with employee concurrence, to provide a travel allowance in lieu of travel time and expense where the transfer is for less than five days and to a reporting headquarters 50 to 60 miles, inclusive, from normal reporting headquarters, the employee will receive an allowance of \$72.60 for each day worked.

- (d) If the employee utilizes a route which involves toll charges, the employee will be reimbursed for the amount of toll charges actually incurred, even if the route is other than that which Management determined for the purposes of article (c).
- (e) No travel allowance will be paid to employees working in the city or town in which they reside, even though such assignment is away from their normal reporting headquarters, unless the distance from the employee's residence to the new reporting headquarters is five miles or more.
- (f) If an employee is to be boarded up to five days per week for assignment to a formal training location within the Company, necessary travel time to and from the employee's reporting headquarters at the beginning and end of such transfer shall be treated as time worked.

**S10.06** In those transfers, permanent or temporary, where it has been decided that an employee is to be boarded at a distant point, one of the following procedures will apply:

- (a) If the employee is to be boarded seven days per week the employee is to be on the job for the entire normal work week. Necessary travel time to and from reporting headquarters at the beginning and end of such transfer shall be treated as time worked. When transportation is not provided by or arranged for by the Company, the employee shall be paid a transportation



allowance equal to the Internal Revenue Service (IRS) business use deduction rate in effect at the time per mile for the distance between the employee's normal reporting headquarters and the new reporting headquarters. If the employee is not assigned work on either Saturday or Sunday, the employee will have the option of the transportation treatment provisions of article (b) below, in lieu of lodging and meal expenses over the weekend.

If the employee is to be boarded up to five days per week the employee will be allowed reasonable travel time to return from the job to reporting headquarters and from headquarters to the job over the weekend, provided that the actual travel time does not exceed two hours each way; except, if the travel is to a formal training facility, travel time will be treated as time worked. When transportation is not provided by or arranged for by the Company, the employee shall be paid a transportation allowance equal to the Internal Revenue Service (IRS) business use deduction rate in effect at the time per mile for the distance between the employee's normal reporting headquarters and the new reporting headquarters.

## **BOARD ALLOWANCE**

**S10.07** Board Allowance for the purpose of this Article shall mean meals and lodging.

**S10.08** When an employee is to be boarded, as provided in Article S10.06 above, one of the following procedures will apply:

- (a) The Company will make arrangements for lodging and meals, or
- (b) The Company will make arrangements for lodging and the employee will receive a daily meal allowance of \$45.10 for each day assigned as follows:
- (c) The Company will make arrangements for transportation between the lodging location and the reporting location when the distance between the locations exceeds one mile.
- (d) If the Company decides with employee concurrence, to provide a board allowance in lieu of the provisions of (a) or (b) and (c), the employee will receive a board allowance of \$100.00 for each day assigned.

- (e) If the employee is to be boarded seven days per week, a laundry allowance of \$18.15 will be paid for each weekend that the employee is assigned to work Saturday or Sunday, or both days.

## **TAXI**

**S10.11** An employee who becomes ill or meets with an accident during a tour of duty, necessitating transportation from place of work to home by taxi, shall be reimbursed for the expense incurred by such a trip.

## **MOTOR VEHICLE ALLOWANCE**

**S10.12** If the Company decides, with employee concurrence, to have the employee travel on Company business between work locations in the employee's personal motor vehicle, the employee will be paid an allowance equal to the Internal Revenue Service (IRS) business use deduction rate in effect at the time per mile, provided that the employee has insurance coverage of at least \$50,000/\$100,000 and has advised the employee's insurance company of such business usage.

## **CONCLUSION**

**S10.13** The payments provided in this Article are expense allowances and shall not be construed as part of basic wages for any purpose under this agreement.