

AGREEMENT

Between

LOCAL UNION 769 --- I.B.E.W.
Phoenix, Arizona

and

FRONTIER, A CITIZENS COMMUNICATIONS COMPANY,
MOHAVE COUNTY OPERATIONS

Covering Telephone Plant
Traffic Department Employees

APRIL 1, 2010

Certified in N.L.R.B. Case No. 28-RC-1262

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
1	Recognition	2
2	Term of Agreement	2
3	Continuity of Service	3
4	Employer's Rights	4
5	Union Rights	4
6	Status of Employees	5
7	Hours of Work & Overtime/Telephone Department	6
8	Uniforms	9
9	Seniority	10
10	Grievances and Arbitration	13
11	Safety	14
12	Holidays	15
13	Leave of Absence	17
14	Vacations	18
15	Sick Leave	21
16	Supplemental Workmen's Compensation Benefit	22
17	Group Insurance and Pension Plans	22
18	General	23
19	Check Off	25
20	Jury Duty	26
21	Funeral Leave	26
22	Exhibit "A" Wage Schedule	26
	Memorandums of Understanding	32

AGREEMENT

THIS AGREEMENT is entered into this 1st day of April, 2010, by and between Frontier, a Citizens Communications Company, Mohave County Operations, a Delaware corporation, and Citizens Utilities Rural Company, Inc., a Delaware corporation, its successors or assigns by consolidation, sale, merger, or transfer, hereinafter referred to as "Company", and Local Union 769, International Brotherhood of Electrical Workers, affiliated with the AFL-CIO, hereinafter referred to as "Union".

Whereas, the employees of the Company agree that they will, individually and collectively, perform loyal and efficient work and service for the Company, and that they will use their influence and best efforts to protect the property of the Company and its service to the public, and that they will cooperate in promoting and advancing the welfare of the Company, and the protection of its service to the public at all times.

Whereas, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them to promote harmony and efficiency so that the Company, the Union and the general public may benefit there from, and to establish rates of pay, hours, and other conditions of employment for certain hereinafter designated employees of the Company, therefore, the parties hereto agree as follows:

ARTICLE 1 Recognition

For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, the Company recognizes the Union as the exclusive representative of the employees of Frontier, a Citizens Communications Company, Mohave County Operations, for whom the National Labor Relations Board certified the Union in Case No. 28-RC-1262.

ARTICLE 2 Term of Agreement

2.1 This agreement shall be effective as of April 1, 2010, and shall remain in full force and effect up to and including March 31, 2013, and thereafter from year to year, unless and until either the Company or the Union serves written notice on the other, at least 60 days prior to said date, that it desires to modify or terminate this Agreement. If the notice is for modification of the Agreement, it shall state with particularity the modification sought.

Negotiations will start no later than thirty (30) days before the termination date of the Agreement, unless the parties mutually agree upon a different starting time.

Upon request of either party, the Company and the Union agree to provide, in

writing, a tentative list of negotiating committee members sixty (60) days prior to expiration date of the agreement.

2.2 In any year in which a notice to modify is given as provided in Article 2.1, this Agreement shall remain in full force and effect beyond the anniversary date and until a renewal Agreement is reached or until notice to terminate this Agreement is served by one party or the other. This Agreement shall terminate seven (7) days after receipt by a party of a notice to terminate given subsequent to the anniversary date.

2.3 The parties specifically waive any rights which either may have to bargain with the other during the life of the Agreement on any matter pertaining to rates of pay, wages, hours of employment or other conditions of employment whether or not covered by this Agreement except as provided in Article 18.4. In the event, during the life of this Agreement, the parties mutually agree to negotiate on a matter relating to wages, hours, or working conditions, this Agreement may be amended to the extent that agreement is then reached; to be effective, however, such amendments must be reduced to writing and signed by authorized representatives of the parties.

2.4 In the event that any provision contained herein is adjudged in a court of law to be in conflict with any federal law, or with any law of the State of Arizona, such provision shall be void until such time as said adjudication may be reversed. Notwithstanding such adjudication of conflict, all of the other provisions of this Agreement shall remain in full force and effect.

ARTICLE 3 **Continuity of Service**

3.1 The Company is a public utility engaged in public service requiring continuous service and it is agreed that recognition of such obligations of continuous service during the term of this Agreement is imposed on both the Company and the Union.

3.2 The Union agrees that during the life of this Agreement there shall be no strikes, slowdowns or stoppages of work called, authorized, approved or sanctioned by the Union because of grievances or any other reasons, and that all grievances shall be exclusively and finally disposed of as provided in Article 10.

The Union agrees that in the event of a violation of this Article, it will in good faith and without delay disavow such violation, exert itself to bring about a quick termination of such violation, and insist that the employee or employees involved cease such violation. To that end, the Union will promptly take whatever affirmative action is necessary.

3.3 During the life of this Agreement employees shall not cause or take part in a strike, slowdown or work stoppage and any employee who violates this provision shall be subject to discipline and discharge by the Company with the right of appeal to the

grievance procedure only as to the determination of the question of the violation.

3.4 The Company agrees that during the life of this Agreement there shall be no lockout of employees because of grievances or any other reasons and that all grievances shall be exclusively and finally disposed of as provided in Article 10.

3.5 The Company and the Union will not discriminate against any employee in matters relating to employment because of race, color, religion, national origin, age, sex, marital status, or membership or non-membership in the Union, non-disqualifying physical or mental disability or status as a disabled and/or Vietnam Era Veteran. References to one gender in this Agreement shall be deemed to include the other gender.

3.6 The Company and the Union will establish a Communications Committee to discuss items of mutual interest. The Committee will meet upon request of either party, but not more often than one time per calendar quarter unless subsequent meetings are mutually agreed to. The Union may be represented by up to five employees. Employees will lose no time or pay for any time spent for such meetings that occur during the normal scheduled working hours.

3.7 The parties recognize that it is in their best interest that Frontier/~~Citizens~~ works as efficiently and effectively as possible. Toward that end, the parties will encourage communication and cooperation; seek, encourage, and participate in opportunities for inter-operation training and work assignments when and where such assignments may improve customer service; broaden employees' knowledge, skills and abilities; enhance productivity and efficiency; and further the goal of strengthening the Company as the supplier and employer of choice.

ARTICLE 4 Employer's Rights

The supervision and control of all operations and the direction of all working forces are vested in the Company, including but not limited to, the right to hire, classify, assign, reassign, lay off, promote, demote, transfer, and discipline and discharge its employees for proper cause, provided any action does not conflict with explicit provisions of the Agreement. An employee who has been discharged or disciplined shall be advised, in writing, of the reason for such action and shall have the right of appeal through the grievance and arbitration provisions of this Agreement.

ARTICLE 5 Union Rights

5.1 The Company agrees to permit the Union to use reasonable space for the purpose of posting notices pertaining to Union affairs upon the bulletin boards which are furnished by the Company. These notices shall be limited to official Union business and

shall not contain any political material, or any partisan or anti-management propaganda.

5.2 The Union agrees that neither its officers nor any of its members will conduct any Union activities on Company time or Company property except for the negotiation of collective bargaining agreements with the Company under Article 2.1. Notwithstanding the foregoing, the Business Manager and Assistant Business Manager shall be permitted to visit a working place for the purpose of fulfilling the Union's obligation to the employees in the administration of this Agreement. Permission for either of these Union representatives to confer with an employee during working hours must be secured from the Director of Operations, or his designated representative, and the visit shall not interfere with the operations.

The visit must be related to the administration of this Agreement. Solicitation of membership, collection of dues and other Union business shall not be considered a valid reason for visiting an employer during working hours and such latter activity shall constitute grounds for refusal of further permission to visit a working place during working hours.

Time spent by employees during regular working hours in negotiations with the Company for a successor labor agreement will be counted as time worked for purposes of Articles 7 and 8.

5.3 Should the Company consider subcontracting or out-sourcing any function being performed by employees that would substantially impact or have the effect of eliminating the position of any such employees, it shall advise and provide the Union the opportunity to suggest alternative to such actions. This opportunity shall be provided and alternatives given good faith consideration before any decision to subcontract or out-source can impact any such regular employees.

The Company agrees that it shall not lay-off any regular employees who are performing a core business function by subcontracting or outsourcing such function. A core business function shall be defined as an operating (as opposed to capital) function that is directly and integrally related to providing dial tone service to customers.

5.4 In the event the Business Manager desires to meet with the Director of Operations on a matter concerning the administration of this Agreement he shall advise the Director of Operations of the proposed subject matter for discussion. If the Director of Operations and Business Manager deem the matter appropriate for discussion, a meeting shall be held at a time mutually agreeable.

ARTICLE 6

Status of Employees

6.1 Employees covered by this Agreement shall be designated as regular, probationary, temporary or part-time.

6.2 All new employees shall be probationary employees during the first one thousand forty (1040) hours they work. Probationary employees may be discharged, laid off, demoted or transferred at the sole discretion of the Company. Probationary employees shall have recourse to the grievance procedure up to, but not including, arbitration. Probationary employees shall receive the applicable hourly rate for the hours they work and overtime pay for the overtime hours they work. Regular probationary employees shall receive insurance coverage after they have worked one hundred eighty (180) hours. Probationary employees shall not be entitled to any other benefits. Upon satisfactory completion of the probationary period, regular and part-time employees will obtain seniority retroactive to their date of hire.

6.3 A temporary employee is one who is hired for a specific job which is expected to last less than six (6) months. Any temporary employee may be discharged, laid off or transferred at the sole discretion of the Company without recourse to the grievance and arbitration procedures. If a temporary employee becomes a regular employee, the employee will be credited with seniority for all purposes of this agreement, on a prorated basis, back to his most recent date of hire. Service/seniority shall not be retroactive and shall be determined for pension and 401(k) based on the definitions in those plans. Such service shall not count toward completion of probation (Section 6.2) unless the employee becomes regular in the same job classification in which he/she was a temporary employee.

When the Company becomes aware that a temporary employee's service is likely to be required longer than six months, it shall notify the Union of such fact and the reasons therefore. With agreement of the Union, a temporary may be extended beyond six months, such agreement shall not be unreasonably withheld.

6.4 A regular employee is a full-time employee who has satisfactorily completed his probationary period.

6.5 A part-time employee is an employee who has satisfactorily completed his probationary period and whose regularly scheduled workday or workweek is less than the established workday or workweek.

ARTICLE 7

Hours of Work and Overtime

7.1(a) Workweeks: The normal workweek shall consist of forty (40) hours per week, five (5) consecutive days per week, and two (2) consecutive days off, unless an employee consents to work an alternate schedule. Work days for full-time employees shall consist of eight (8) consecutive hours, separated by an unpaid lunch period (see subsection (c) below). The five (5) consecutive day and eight (8) consecutive hour scheduling restrictions in this Section shall not apply to employees hired or transferred into the bargaining unit after April 1, 2010.

(b) The Company shall establish the starting time of each employee or group of

employees covered by this Article. The starting time of day shift will normally be fixed to occur between the hours of 6 a.m. and 10:30 a.m. A regularly scheduled night shift, consisting of no less than one (1) week in duration, may also be established with a scheduled starting time of 4 p.m. or later and a scheduled ending time of 9 a.m. or earlier. Employees working this night shift shall receive a shift premium of one dollar and twenty-five cents (\$1.25) per hour for each hour worked. Any overtime in conjunction with this shift shall include the shift differential pay.

(c) Employees covered by this Article shall be given a non-compensable lunch period not to exceed one (1) hour. Any employee directed by the Company to take his lunch period at least one (1) hour before the start of his regular lunch period, or more than one (1) hour after the end of his regular lunch period, will be paid for the lunch period at his straight time rate of pay, and be given sufficient time on Company time to eat his lunch. If paid for under this Article, the said lunch period shall not be counted as time worked for overtime purposes.

7.2 The employee's workweek shall be established by the Company and shall be governed by the employee's working schedule. Changes in the workweek will be made only upon one (1) week's notice. Changes in the scheduled working hours may be made upon two (2) days' notice.

7.3(a) Time worked in excess of forty (40) hours per week in the employee's workweek shall be considered overtime and shall be paid for at one and one half (1 ½) the regular straight time rate of pay. Time worked in excess of eight (8) hours in the workday shall be considered overtime and shall be paid for at one and one half (1 ½) the regular straight time rate of pay. There shall be no pyramiding of overtime.

(b) **Administration of Planned/Scheduled Overtime:** Planned/scheduled overtime is overtime work that is planned and scheduled in advance and typically involves a 4 or 8 hour overtime opportunity on a Saturday, but may also be offered for other days of the week based on a known need for overtime on a future date. For these overtime opportunities, and subject to business needs, the Company will first offer the opportunities to qualified volunteers in the work group that normally handles the work in question. If there are more volunteers than needed, the qualified volunteer(s) with the least overtime worked on the departmental overtime list will be selected. If there are insufficient qualified volunteers, the Company will assign the overtime to qualified non-volunteers with the least overtime worked in the work group that normally handles the work in question.

(c) Employees will not be required to work more than fifty-two (52) hours in a work week, except in the case of service emergency.

(d) Time worked on an employee's scheduled day off will be paid at the applicable overtime rate. Overtime worked on Sunday shall be paid for at double time the regular straight time rate of pay

7.4 An employee called for duty at a time other than on his regular work shift shall receive at least two (2) hours' pay at one and one half (1 ½) the employee's base straight time hourly rate. It is understood that an employee shall respond promptly to an emergency or service call, provided such employee is available when called. Reasonable travel time to and from home will be considered as time worked.

7.5 Employees shall not normally be required to stand-by outside of the regular workweek or workday. Stand-by time, if required by the Company, will be paid for at the straight time rate of pay and shall not be included in the computation of overtime. An employee on stand-by shall remain in an area where he can be reached promptly by telephone and be able to report to his permanent headquarters within fifteen (15) minutes.

Employees may be required to be on-call. Employees' on-call will not be required to "stand-by" a phone, but will be required to carry a cell phone furnished by the Company and respond to calls promptly. For each hour that an employee is on-call, he will receive \$1.50; for each hour on a designated holiday an employee is on-call, he will receive \$2.00. On-call time shall not count as time worked for overtime or other purposes. On-call may be swapped between employees in the same work classification, as long as all four (4) classifications and all three (3) districts still have an employee on-call. Employees working out of district while on call will have the option of having an in district employee assist them, with the approval of the duty supervisor.

7.6 When employees who are sent on out-of-town work are required to stay overnight, the Company will provide lodging. In addition, for employees who are sent on out-of-town work, the Company will reimburse them for meals in an amount not to exceed \$10.00 for breakfast, \$12.00 for lunch, and \$18.00 for dinner. When an employee is entitled to receive three (3) meals in a day, he can allocate the \$40.00 as he wishes. This will not apply to noonday meals where employees start from and return to headquarters every day, nor does it apply to employees hired for any particular job which may be in another district. Meal expenses are to be charged using the Company's procurement card.

When an employee is sent to work in another district during his shift and prior to his lunch period, and the employee has not been notified of the trip at least one (1) hour prior to the start of his shift, the Company at its option will either provide a lunch for the employee or allow the employee enough time to procure a lunch prior to his departure. This paragraph will not apply to employees who normally bring their lunch to work, nor will the time allowed an employee to procure a lunch exceed thirty (30) minutes.

An employee ordered out of town on a trip which, it is expected, will require him to remain away overnight will be permitted to draw a reasonable amount of expense money in advance. The Company will not be required to advance expenses unless the request is made during business hours Monday through Friday. In any event, the Company, at its option, may arrange for and allow an employee to charge his travel expenses at a designated restaurant or hotel. The employee shall account to the Company with receipts for his expenses.

Assignments made pursuant to this Section shall be offered to the most senior qualified individual subject to operating needs.

7.7 Employees shall report at their appropriate headquarters. Employees of all departments shall travel from job to job on Company time.

7.8 When an employee is relieved from duty prior to the end of the shift, he shall be paid not less than two (2) hours pay. Employees permitted to leave at their own request shall be paid only for the hours worked.

7.9 There will be two 15-minute relief periods in a normal workday. Such relief periods will be granted, if consistent with the efficient conduct of the operations, at approximately the second and sixth hours of an employee's normal workday and will be taken at the job site. Relief periods shall be considered and paid for as time worked.

7.10 Nothing contained in this Article or elsewhere in this Agreement shall be construed to guarantee any particular number of hours of work on a workday or in a workweek.

7.11 No employee will be required to take time off for overtime worked for the purpose of leveling off total earnings.

7.12 In addition to the normal workday established in Article 7.1, the Company may also establish a ten (10) hour day, four (4) day workweek, with at least two (2) consecutive days off. The Company will select the employees, locations and occasions where this schedule will apply. In the case of an employee assigned to a ten (10) hour workday under this Article 7.12, only time worked in excess of ten (10) hours in the workday shall be considered overtime and shall be paid for at one and one half (1 ½) the regular straight time rate of pay. That portion of Article 18.1 which provides for a meal after two and one half (2 ½) hours of overtime work beyond the employee's regular work shift will be applicable to an employee assigned to a ten (10) hour workday two and one half (2 ½) hours after the employee has completed ten (10) hours of work.

The Company will attempt to have paychecks available on Thursday for those employees who work four 10-hour days on a Monday through Thursday schedule. However, to the extent permitted by law, the Company may require employees to accept their pay via direct deposit into a U.S. bank account.

ARTICLE 8

Uniforms

8.1 To provide uniform appearance and ready identification, certain employees shall wear uniforms prescribed by the Company while performing their work. These uniforms shall be worn only in the course of the performance of this work, including related wear

to and from the employee's home. Uniforms shall be provided at no charge to the employee. "IBEW Local 769" shall be embroidered on the bottom of the uniform sleeve.

8.2 The Company will provide sets of uniforms in appropriate quantities, styles and sizes to the employees assigned this work as a part of their regular duties. Replacements will be made on an as needed basis.

8.3 Employees who are provided uniforms will maintain them in an appropriate manner. Unless the Company provides for cleaning itself, uniforms shall be cleaned by the employee consistent with appropriate grooming for the work being performed.

8.4 The Company shall, from time to time, evaluate and set guidelines for appropriate attire for uniformed and non-uniformed employees. These guidelines will be implemented in a uniform and equitable fashion determinant upon the employee's job function and location. The Company and the Union will discuss any changes in the guidelines for uniformed and non-uniformed employee attire as needed.

ARTICLE 9

Seniority

9.1 There shall be two types of seniority: Company seniority and Departmental seniority. Company seniority is the total length of continuous service with the Company. Departmental seniority is the total length of service in the District or work group in the Department. Departmental seniority is the seniority to be considered in the selection of vacation periods.

9.2 A part-time employee shall accrue seniority annually for that fraction of a year which his actual hours worked bear to two thousand eighty (2080).

9.3 It is understood and agreed that in all cases of transfer, promotion, decrease of personnel, or recall after lay-off, the following factors shall be considered and where factor one is equal, factor two shall govern; where factor two is equal, factor three shall govern. Factor three shall also govern in the exercise of any bumping in the event of a decrease of personnel. An employee who bumps into another Department will retain his or her Departmental seniority for purposes of vacation selection.

1. Knowledge, training, ability skill, adaptability and efficiency.
2. Length of service in job classification.
3. Company Seniority.

The Company shall post the job for bids. One bid notice shall be posted on each departmental bulletin board. Within three (3) days after the day of the posting, Saturday and Sunday excluded, any employee who has worked one (1) year or more in his current

occupational classification may bid on the vacancy. The job shall be awarded to the qualified employee having the longest Company seniority. If, however, the rate of pay for the vacancy is the same or lower than the rate of pay of the bidding employee, the Company shall have the option of accepting or rejecting the bid. After the job has been awarded the Company shall post the name of the successful bidder, or, if no qualified employee bids, shall post a notice to that effect until the bidding procedure is complete, and if the bidding procedure has not accomplished the filling of the vacancy, the Company may fill the vacancy from any source.

9.4(a) When it becomes necessary for the Company to lay off regular employees due to lack of work, the Company shall give such at least two (2) weeks' notice or ten (10) days straight time pay in lieu thereof. In the case of part-time employees the required notice shall be one (1) week or five (5) days straight time pay in lieu thereof.

Where temporary or probationary employees are involved, no notice of layoff, or payment in lieu thereof, shall be required. Layoff in all cases due to lack of work will be determined by Departmental seniority and qualifications.

Prior to the layoff of a regular employee, the Company will make a reasonable effort to determine if there is a vacancy which the employee is qualified to fill.

(b) Regular full-time employees who are laid off due to lack of work shall be paid a separation allowance determined in accordance with the following table:

Time of Employment	Amount of Pay
1 year but less than 3 years.....	2 weeks' pay
3 years but less than 6 years.....	4 weeks' pay
6 years but less than 11 years.....	8 weeks' pay
11 years but less than 16 years.....	10 weeks' pay
16 years but less than 20 years.....	12 weeks' pay
20 years and more.....	One weeks' pay per year of service, capped at 26 weeks.

A laid off employee will receive two weeks of pay on a bi-weekly basis until he or she has received his or her full severance entitlement or until the start of the first full week in which he or she has been reinstated to employment, whichever occurs first. An employee may elect to receive his or her full separation allowance if he or she agrees in writing to forego the right of recall.

(c) A week's pay shall be computed at the employee's basic hourly rate of pay that was in effect on the date of the employee's layoff commenced.

(d) If an employee has received separation payments and is reinstated and the employee is again laid off and qualifies for separation pay, the amount of the employee's

separation payment shall be reduced by the number of weeks of separation pay previously received by the employee as a result of a previous layoff or layoffs.

9.5 In determining an employee's seniority rights, continuity of his service shall be deemed to be broken by reason of any of the following:

- a. Resignation.
- b. Discharge.
- c. Layoff for more than six (6) months if the employee has five (5) years or less of Departmental seniority, or lay off for more than twelve (12) months if the employee has more than five (5) years Departmental seniority.
- d. Failure to report within five (5) days after sending of notice of recall from layoff.
- e. Leave of absence in excess of six (6) calendar months.

9.6 An employee laid off by the Company shall keep the Company advised of any change of address. The five (5) day period provided for in Article 9.5(d) shall run from the date on which the Company sends a notice of recall by certified mail to the last known address of the employee.

9.7 Company seniority for employees entering the Armed Forces by reason of the fact that they are eligible for draft under the Selective Service Act shall accrue while they are absent on military duty.

9.8 The Company shall post Company and Departmental seniority lists annually. If no opposition shall be made in writing within thirty (30) days after posting, the respective seniority list shall be considered correct as posted in each area.

9.9 An employee transferred from the bargaining unit to another position within Frontier/Citizens shall accrue seniority for ten months and will be credited with his accumulated seniority in the event he returns to a job within the bargaining unit.

9.10 An employee off duty due to industrial accident suffered while in the employ of the Company shall retain all seniority rights for the period during which he is entitled to benefits under Article 16.1. This period may be extended by an additional six (6) calendar months if a leave of absence of that duration is requested under the provisions of Article 13.1.

An employee off duty due to sickness or non-industrial accident shall retain all seniority rights for the period of his accrued sick leave. This period may be extended by an additional six (6) calendar months if a leave of absence of that duration is requested under the provisions of Article 13.1.

9.11 Previous employees who are rehired shall, after five (5) years of additional continuous service, have their periods of continuous service bridged only for purposes of vacation entitlement and pension.

ARTICLE 10
Grievances and Arbitration

10.1 A grievance is an actual dispute or controversy concerning the interpretation or application of any provision of this Agreement in connection with a specific act or situation.

10.2 A regular employee who believes he has a grievance may present the matter in accordance with the provisions of this Article either personally or with the assistance of a Union representative.

10.3 Before filing a grievance pursuant to Step 1, within seven (7) days of the occurrence of the alleged violation, an employee must discuss the matter with his immediate supervisor and attempt to resolve it.

Step 1. If the employee has been unable to resolve the matter by discussing it with his supervisor, he may file a grievance with the next level of management within ten calendar days of the occurrence of the alleged violation. The grievance must be written, and signed and dated by the aggrieved employee. The grievance shall set forth the nature of the grievance and the facts upon which it is based, the remedy which is desired and the Article or Articles of this Agreement claimed to have been violated.

Step 2. If the grievance is not resolved within seven (7) calendar days after submission at Step 1, it may be appealed to the General Manager his designated representative. The written appeal must be presented at this Step 2 no later than the fourteenth (14th) calendar day after the grievance was filed with the department head.

Step 3. If the grievance is not resolved within twenty-five (25) calendar days after submission to the General Manager or his designated representative, it may be appealed to arbitration. Written notice of the appeal to arbitration must be given to the General Manager or his designated representative no later than the thirtieth (30th) calendar day after the appeal was filed with the General Manager or his designated representative. No grievance may be appealed to arbitration unless all of the procedures set forth in this Article have been followed.

10.4 In the event any of the time limits contained in this Article for the filing or appealing of grievances shall be exceeded, the grievance shall be considered dropped. Any time limit, except that provided for the initial discussion of the grievance with the immediate supervisor, may be extended by mutual agreement of the Company and the Union.

10.5 After the Union gives notice to the Company of its desire to proceed to arbitration, the parties, unless they mutually agree to do otherwise, shall jointly request the Federal Mediation and Conciliation Service to furnish a list of seven (7) arbitrators,

from which the parties shall select the arbitrator. After the list has been received, the parties shall alternately strike a name until one (1) remains. The one remaining shall be the arbitrator chosen. The party striking first shall be determined by lot.

10.6 The arbitrator shall conduct the hearing only on the controversy at issue as formulated on the written grievance provided for in Article 10.3. Both parties shall be allowed to present such evidence and make such argument relating to the controversy as is pertinent. The parties may call such employees as are deemed necessary as witnesses in any proceeding before the arbitrator, and, if an employee is on duty, the Company agrees to arrange for him to appear as a witness, provided it receives forty-eight (48) hours' notice. The party calling him will reimburse him for all expenses, including time lost. Each party shall bear the expense of preparing and presenting its own case. Expenses of the arbitrator and incidental expenses mutually agreed to in advance shall be borne equally by both parties.

10.7 The decision of the arbitrator shall be final and binding upon both parties, provided that such decision shall not in any way add to, disregard or modify any of the provisions of this Agreement, or rule on any questions except the one submitted for arbitration.

10.8 The grievance and arbitration procedures constitute the sole and exclusive procedure for the processing and resolution of any grievance. As the representative of the employees, the Union may, at any step in the grievance procedure, settle a grievance or decline to process it further. Any resolution of a grievance shall be final.

10.9 Shop Stewards shall be designated by the Union and their names shall be supplied to the Company. With authorization from supervision as appropriate, employees and Shop Stewards may briefly discuss matters of contract administration during working hours provided such does not unduly interfere with work.

ARTICLE 11

Safety

11.1 The Company will continue to provide safety manuals to be used by the employees in the performance of their work. The Company will fulfill its obligation to provide safe working conditions and to provide such safety equipment as is required to be used by the safety rules and regulations. The employees will use the safety equipment provided and will adhere strictly to the provisions of the safety manual in the performance of their work.

11.2 The Company will supply all specialty tools and safety equipment, but the employees will supply, at their own expense, all hand tools, climbers, body belts and their initial safety strap. For employees hired on or after May 1, 2010, the Company will supply all hand tools, which shall remain the property of the Company.

The Company shall furnish replacements after the employee has worn out the original equipment for the following items: hand tools, climbing belt, safety strap, climbers and gaffs. The items referred to in this paragraph must be inspected and approved by a Company representative appointed by the General Manager to determine if they qualify for replacement pursuant to this provision. Abused, neglected or lost items will not be replaced at the Company's expense.

The Company shall provide employees with prescription safety glasses for those employees regularly engaged in work that requires safety glasses. When such glasses need to be replaced due to normal wear and tear, due to work related damage, or due to necessary prescription changes (restricted to no more often than once every two years), the Company shall provide for such replacement.

11.3 In those cases where an employee, at the direction of the Company, is responsible for and instructing other employees, such instructing employee shall receive a premium of sixty cents (\$.60) per hour for all hours so worked. Not intended for on the job training.

11.4 When the Company requires an employee to obtain a Commercial Driver's License, the Company will provide appropriate equipment and release time, if necessary, with no loss of pay or benefits to take the necessary tests. Once an employee successfully attains said CDL, the Company will reimburse the employee fifty dollars (\$50.00). The Company shall provide for the necessary physical examination or, at its option, reimburse employees for the reasonable expense of such exam, for renewal of the employee's medical card.

11.5 Employees will not be required to crawl under manufactured homes or into attic space if it is determined to be unsafe. The employee is required to evaluate every situation and consult his Local Manager if a task is considered to be unsafe. The Company will make every effort to assist employees to complete tasks that involve confined spaces and will ensure that employees are properly trained to be able to determine the safeness of operating in confined spaces.

11.6 The Company will provide to eligible employees an annual boot allowance, not to exceed one hundred dollars (\$100.00), for leather safety toed or shanked boots. The boot allowance is payable upon proof of purchase.

ARTICLE 12

Holidays

12.1 The following days shall be considered as holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving*
Independence Day	Christmas Day
Labor Day	5 Personal Holidays

* Employees who volunteer to work this Holiday shall be paid at their straight time wage rate for the first eight (8) hours worked and shall be entitled to two (2) additional Personal Holidays in place of this Holiday, which may be taken during the current calendar year if the needs of the business permit; otherwise, they are to be taken during the first six (6) months of the next calendar year.

Eligible regular employees who have completed their initial probationary period will be paid 8 hours of pay at their regular straight time rate for a holiday.

Eligible part-time employees who work regularly for the Company and who have completed their initial probationary period will be paid holiday pay on a prorated basis. This proration shall be a fraction of the holiday pay to which eligible regular employees are entitled. This fraction shall be the number of hours worked by the part-time employee in the twelve (12) weeks preceding the week in which the holiday occurs divided by four hundred eighty (480).

The hours for which holiday pay is paid pursuant to this Article 12.1 shall be counted as time worked for purposes of Article 7.3.

12.2 During the calendar year in which an employee completes his probationary period, he will receive Personal Holidays for time he works after completing his probationary period in accordance with the following schedule:

<u>Probationary period complete</u>	<u>Number of Personal Holidays</u>
January 1 to February 29	5 days
March 1 through April 30	4 days
May 1 through June 30	3 days
July 1 through August 31	2 days
September 1 through December 31	1 day

When the employment of an employee terminates, he shall repay the Company the holiday pay he received for all Personal Holidays taken during that year if his employment terminates on or before March 1. If his employment terminates after March 1 and on or before May 1, he shall repay the Company the holiday pay he received for all but one (1) Personal Holiday taken during that year. If his employment terminates after May 1 and on or before July 1, he shall repay the Company the holiday pay he received for all but two (2) Personal Holidays taken during that year. If his employment terminates after July 1 and before September 1, he shall repay the Company the holiday pay he received for all but three (3) Personal Holidays taken during that year. If his employment terminates after September 1 and before January 1, he shall repay the Company the holiday pay he received for all but four (4) Personal Holidays taken during that year.

An employee must request Personal Holidays as much in advance as reasonably possible. The Company will grant the request when it is consistent with the efficient

conduct of the operations to do so.

12.3 When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

12.4 An employee who does not report for work on his last scheduled day before or his first scheduled day after a holiday and has not been excused in writing by the General Manager or his designated representative shall receive no pay for the holiday.

12.5 If a holiday occurs during an employee's vacation, an additional day of vacation shall be given to the employee or, at the option of the Company, the employee may be paid holiday pay in lieu of an additional day of vacation.

12.6 When an eligible regular or part-time employee is required to work on a holiday, he will be paid one and one half (1 ½) times his hourly rate for the time worked and he will also receive holiday pay in accordance with Article 12.1.

ARTICLE 13

Leave of Absence

13.1 At the discretion of the Company, a leave of absence without pay, not to exceed six (6) calendar months, may be granted for urgent personal reasons to regular employees who have completed at least one (1) year of continuous service. Such a leave of absence, if granted, will not affect any employee's seniority status, except that time spent on a leave of absence shall not be included in the computation of time spent by an employee within a progression step when determining whether such employee has completed such progression step.

13.2 If an employee fails to return immediately on the expiration of his leave, or if he makes application for unemployment benefits while on leave or if, while on leave, he accepts employment of any nature with another employer, he shall thereby forfeit the leave of absence and his employment with the Company shall be terminated.

13.3 Leaves of absence, in excess of six (6) calendar months, shall be granted to employees who are subject to and eligible for military draft and who entered the armed forces of the United States. Any such leave of absence and the reinstatement of any such employee shall be subject to the terms of the Selective Service and Training Act of 1940, as amended.

13.4 The Company will at the request of the Union grant a leave of absence for periods not to exceed three (3) years to an employee who is appointed or elected to an office or position in the Union and whose services are required by the Union. The Company shall not be obligated to grant leaves of absence for Union business to more than one (1) employee at any one time. The seniority of any employee who is granted a

leave of absence for Union business shall not accrue during the period of such leave.

13.5 In the event of a request for leave due to the birth, adoption, or the receiving for foster care of a child or for the serious illness of a spouse, parent, child or the employee, subject to the terms of this Article, the employee will be entitled to leave for up to twelve (12) weeks. This time shall run concurrently with any other leave granted in conjunction with this Article and will also run concurrently with any vacation or sick leave to which the employee may be entitled. Any leave granted in accordance with this provision shall also be subject to the then current provisions of the Family and Medical Leave Act of 1993 and any applicable laws of the State of Arizona.

**ARTICLE 14
Vacations**

14.1 Eligibility for Full Vacation Entitlement: In order to be eligible for the vacation allotments that appear below, a regular employee must have accumulated a total of at least one thousand eight hundred and fifty (1850) hours during the preceding calendar year as time worked, vacation time, holiday time, and time spent in anniversary labor negotiations.

<u>Continuous Service Period as of January 1</u>	<u>Annual Vacation Entitlement</u>
(a) After 1 year of service, but less than 7	2 weeks (10 working days with pay)
(b) 7 years of service, but less than 15	3 weeks (15 working days with pay)
(c) 15 years of service or more	4 weeks (20 working days with pay)

If an employee has not accumulated 1850 hours in the preceding calendar year, his or her vacation entitlement shall be based on years of service and hours of work in accordance with the following table:

Length of Service	Hours of Work		
	600 hours to 667 hours	667 hours to 1,332 hours	1,333 hours to 1849 hours
1 Year to Less than 7	3 paid vacation days	6 paid vacation days	9 paid vacation days
7 Years to less than 15	4 paid vacation days	8 paid vacation days	12 paid vacation days
15 Years or More	5 paid vacation days	10 paid vacation days	15 paid vacation days

14.2 Eligible part-time employees shall be allowed annual vacations with pay in accordance with the following schedule:

Service Period as of January 1	Hours of Work		
After 1 Year of Service	600 hours to 667 hours	667 hours to 1,332 hours	1,333 hours or more
Annual Vacation Entitlement	3 paid vacation days	4 paid vacation days	5 paid vacation days

14.3 Employee shall not be eligible for vacation until they have completed their probationary period, but time worked during the probationary period will be recognized in determining vacation eligibility. Employees whose employment is terminated at or before the end of the probationary period will not be entitled to any vacation pay.

New regular employees who have completed their probation period will be eligible for vacations in accordance with the vacation schedule below:

Date of Hire	Eligible Vacation Days
January 1 to January 14	10 Days
January 15 to February 14	9 Days
February 15 to March 14	8 Days
March 15 to April 14	7 Days
April 15 to May 14	6 Days
May 15 to June 14	5 Days
June 15 to July 14	4 Days
July 15 to August 14	3 Days
August 15 to September 14	2 Days
September 15 to October 15	1 Day

14.4 A regular employee shall be eligible for a vacation as set forth in Article 14.1 if the number of hours he worked during the qualifying year and the number of hours he spent on vacation, holidays, and anniversary labor negotiations during the qualifying year total at least one thousand eight hundred fifty (1850). If the number of such hours of a regular employee with more than one (1) but less than seven (7) years of service during the qualifying year are less than one thousand eight hundred fifty (1850), then the employee shall receive vacation in accordance with the schedule set forth in Article 14.2. If the number of such hours of a regular employee with seven (7) or more but less than fifteen (15) years of service during a qualifying year are less than one thousand eight hundred fifty (1850), then the employee shall receive two (2) times the amount of vacation set forth in Article 14.2. If the number of such hours of a regular employee with fifteen (15) or more years of service during a qualifying year are less than one thousand eight hundred fifty (1850), then the employee shall receive three (3) times the amount of vacation set forth in Article 14.2.

The hours for which vacation pay is paid pursuant to this Article shall count as time worked for purposes of Article 7.3.

14.5 On termination of employment, a regular or part-time employee who has

completed one (1) year or more of continuous service shall receive vacation pay for accrued vacation time earned in the prior vacation entitlement period, but not taken in the current vacation entitlement period, plus vacation pay on a prorated basis in accordance with the employee's length of service in the current vacation entitlement period. In the event of death of a regular or part-time employee, vacation termination payment shall be made to the employee's beneficiary for any unused accrued vacation time.

14.6 Pay in lieu of vacation may be granted upon specific agreement between the Company and an employee. However, an employee will not be required by the Company to accept pay in lieu of vacation without his consent. Where an employee is unable to use his or her scheduled vacation during a calendar year due to circumstances beyond the employee's control (for example, serious disability, family crisis, Company cancels vacation) and because the Company will not approve the employee's request(s) to reschedule the time within the same calendar year, the employee will receive pay in lieu of vacation. Vacation time may not be carried over into a subsequent year.

14.7 Following establishment of the year's on-call schedule, but in no event later than the first working day in December, form(s) for selection of vacation shall be provided. Scheduling of vacation will be arranged by January 1 of each year. This scheduling or assigning of vacations must of necessity be regulated by the Company and Departmental requirements. If two (2) or more employees request vacations during the same period, the employee's preference, in Departmental seniority order, shall govern, subject, however, to the right of the Company to schedule or assign vacations. An employee may not use his seniority to select a vacation time after January 1 of each year. Vacations will normally commence on the first day of the respective workweek of each employee.

In the event an employee's reasonable need for vacation scheduling necessitates a conflict with the on-call schedule, the employee and the supervisor responsible for scheduling shall make reasonable efforts to adjust the on-call schedule to accommodate the employee's vacation scheduling need.

Nothing in this Article is to be construed as prohibiting the Company from approving time off for two or more employees at the same time. The Company will not unreasonably withhold an employee's request for vacation.

The Company will consider a request by an employee for one (1) to ten (10) working days off without pay to be taken either immediately before or after his vacation. If the request is granted, such time off shall be considered and treated as a leave of absence in accordance with Article 13.1 and Article 13.2 to the extent that those Articles are not inconsistent with this Article.

14.8 Should an employee be absent on account of illness or accident at the time his vacation would otherwise begin, the vacation may be postponed, provided arrangements are made consistent with Company and Departmental requirements.

14.9 All employees entitled to more than two (2) weeks' annual vacation shall take such vacation entitlement in periods of not more than two (2) weeks at a time, provided, however, that the full vacation may be taken at one time upon application to and approval of the General Manager or his designated representative.

14.10 Upon written request by an employee, any pay check due to him during his vacation period shall be made available on the last day worked preceding his vacation, provided, however, that such request is received not less than two (2) weeks prior to the first day of his vacation.

14.11 The Company may allow employees to donate a portion of available and unused vacation time, in eight (8) hour increments, to other IBEW 769 bargaining unit employees who, because of catastrophic or hardship situations, are unable to be at work and no longer have available paid time off. An Employee wishing to donate their time will fill out a "Donation of Vacation Time" form, to be developed by the Company, specifying the amount of time donated and the name of the individual to whom the time will be donated.

ARTICLE 15

Sick Leave/Short Term Disability

15.1 Regular employees following completion of ninety (90) days of service, are eligible for leave for personal illness or injury that results in being unable to work. Employees on such authorize sick leave shall receive full pay (based on the employee's scheduled work day and basic straight time hourly rate in effect on the first day of the absence) for the first 90 days of the absence; from the 91st day of the absence until the date that coverage under the Company's LTD plan may commence, employees shall receive sixty-seven percent (67%) of that full pay amount.

In order to be eligible for Short Term Disability ("STD") pay, an employee must have his or her illness or injury medically certified in accordance with the Company's administrative STD Plan requirements.

15.2 Sick leave pay will be computed at the employee's regular, straight time rate of pay.

15.3 In case of illness the employee shall, on the first day of absence, promptly notify his Supervisor, Foreman or the Manager. Whenever possible, this should be done before the regular hours of work. Each separate illness shall be counted as one absence, rather than counting each day separately. A doctor's certificate covering any illness may be required by the Company as a condition of obtaining sick leave pay.

15.4 Any abuse of the sick leave privileges conferred by this Article shall be considered just cause for immediate dismissal.

ARTICLE 16
Supplemental Workmen's
Compensation Benefit

16.1 Regular employees who are unable to work on account of a compensable industrial injury shall have made up to them by the Company sufficient pay to bring their total remuneration to one hundred percent (100%) of their regular base pay. If the industrial accident causing the injury occurred as a result of gross negligence of the employee or a violation of the Company's safety rules, the employee shall not receive the benefits provided for by this Article.

16.2 Payments under this Article shall be made for the time the employee is unable to work due to the compensable industrial injury, or for a period of twenty-six (26) weeks, whichever period is shorter.

ARTICLE 17
Group Insurance and Pension Plans

17.1 The applicable Frontier Medical Plan, Dental Plan, Vision Plan, Short Term Disability Plan, Long Term Disability Plan, Employee Assistance Program, Flexible Spending Accounts Plan, Life Insurance Plan, and Pension Plan shall be continued in effect for employees. The Company, however, reserves the right to unilaterally make any changes, additions or deletions to these plans, and the Company may drop or add plans, as the Company, in its sole discretion deems appropriate, provided that any changes, additions, deletions, subtractions or additions apply to a majority of Frontier/Citizens employees covered under such plans.

Premiums for medical coverage may not be increased by more than twenty-five percent (25%) in any one year. However, for purposes of determining or applying this 25% cap on premium increases, the 10% tobacco user premium* shall not be included. Similarly, deductibles and co-pays may not be increased by more than twenty-five percent (25%) in any one (1) year.

If employees who are on a leave of absence or are otherwise off work desire to have their insurance plans kept in effect, they must pay the premiums in advance.

17.2 Should another company or jurisdiction acquire Frontier, a Citizens Communications Company, Mohave County Communications Operations, or another company acquire Frontier/Citizens, the provisions of Article 17.1 shall become null and void. In such an event, the employer's (including the acquiring entity's) obligation shall be to maintain that coverage and those plans in effect for employees covered by this Agreement in accordance with all terms as in effect at the time such acquisition was consummated.

* For employees/spouses who are tobacco users, the additional tobacco user premium equals ten percent (10%) of the premium equivalent amount for single coverage under the Plan chosen by the employee.

ARTICLE 18

General

18.1 When an employee is called out for unscheduled work, the Company shall provide a meal if such work extends for a period of four (4) hours, and thereafter at six (6) hour intervals until relieved from duty. When an employee is called out and works for two and one half (2 ½) hours or more immediately before his work schedule, which he also works, the Company will, upon the employee's request, provide a meal.

When an employee works overtime immediately following his regular work shift, the Company shall provide a meal if such work extends for a period of two and one half (2 ½) hours and thereafter at six (6) hour intervals until relieved from duty. If the employee elects to eat the meal provided for in this paragraph after finishing work, the meal must be purchased within four (4) hours of the completion of the overtime work during which the meal was missed. Exceptions to the four (4) hours must be approved by the Local Manager. The employee will be reimbursed by the Company in an amount not to exceed \$10.00 for breakfast, \$12.00 for lunch and \$18.00 for dinner. Meal expenses are to be charged using the Company's procurement card.

When employees are required to perform work on non-workdays of which they had notice on the previous day, they shall observe the meal arrangement which prevails on their previous workdays.

18.2 In the event an employee shall be required to work in a job classification higher than his regular classification for a period of two (2) hours or more, such employee shall receive the rate of pay for the higher classification. This rate of pay shall be the step in the higher classification that is one (1) step above the step that gives the employee an increase over his regular rate. However, an employee may be required to work in a higher classification up to a maximum of two (2) hours at his regular classification rate of pay. Unless permanently demoted, an employee shall receive his regular classification rate of pay for all work performed in a lower classification.

18.3 The Company shall set the rate of pay for any new classification covering work normally performed by the employees within the bargaining unit. Within thirty (30) days after the establishment of any new classifications and the assignment of a rate of pay thereto by the Company, the Company shall notify the Union, and the Union may notify the Company that it disagrees with the rate of pay that has been fixed by the Company. Upon receipt of such notice, the Company and the Union shall promptly enter into interim negotiations which shall be limited to a discussion of the rate of pay established by the Company for the particular job. If the parties are unable to arrive at a mutually satisfactory rate of pay for the new job, the Union may notify the Company that it wishes

to appeal the matter to arbitration and thereafter the proceedings shall be governed by the provisions of Article 9 hereof.

18.4 New employees who can verify previous actual or allied experience to the satisfaction of the Company may be paid a rate at hiring commensurate with the value of such experience to the Company's operation. Adjustments in the employee's rate of pay may be made during the employee's first year of employment.

18.5 Work normally done by the employees covered herein shall not be performed by supervisory employees of the Company except under the following conditions:

1. Emergencies;
2. For the purpose of personnel training and instruction;
3. When there is no employee covered herein immediately available.

18.6 When special instructions or schooling are required by the Company, such instructions or schooling will be held on Company time. If held after the normal eight (8) hour day, or beyond the normal forty (40) hours per week, the employees shall be compensated at the overtime rate, except that the overtime rate shall not apply to attendance at schools not conducted by or on behalf of the Company.

Travel time to and from Company required training within Mohave County shall be considered work time and shall be compensated at the appropriate rate.

Travel time to and from Company required training that occurs during hours of the day that an employee is regularly scheduled to work (whether the hours of travel occurs on a regularly scheduled workday or not) shall be considered work time and shall be compensated at the appropriate rate.

18.7 Every reasonable effort will be made that no employee be required to work over sixteen (16) continuous hours without eight (8) hours continuous rest. An employee who has worked extended hours and is unable to continue to work safely may be released from duty with no loss of pay with supervisor approval.

18.8 Pay checks will be available by 3:00 p.m. on every other Friday for the employees to pick up at the places where they report to work. However, to the extent permitted by law, the Company may require employees to accept their pay via direct deposit into a U.S. bank account. Errors, other than insignificant errors, in pay will be corrected within five working days.

18.9 The Union shall select a printer to print this Agreement and shall pay the printer for printing an adequate number of copies of this Agreement. The Company will provide the printer with an electronic or hard copy of this Agreement and will otherwise assist in the printing of this Agreement.

18.10 Employees will not participate in outside business activities that are in

competition with any of our communications products and services. Violation of this Article may be grounds for termination.

18.11 If an employee has no performance problems that involve disciplinary or corrective action over a three (3) year period (excepting major infractions such as drugs, alcohol, theft, insubordination or violation of the Company's safety manual), any disciplinary or corrective action will be removed from the employee's file and shall not be used as a factor in any future employment decision.

18.12 Assignment of Work: with regard to the assignment of work, the Company may assign work in a manner that allows it to maximize its operational efficiency, to provide the best possible customer service at a highly competitive cost, and to consistently outperform its competitors in every facet of the business. Job duties shall be assigned and performed by all represented classifications, consistent with employees' qualifications, experience, training, and personal and public safety considerations in a manner that accomplishes the purposes of this Section.

18.13 Incentive Compensation and Sales Activities:

1. The Company may implement sales or incentive, prize or award plans and programs as it deems necessary to meet sales or other Company goals.

2. All employees are responsible for selling the Company's products and services. In addition, all employees are expected to participate in sales and sales incentive plans and programs and may be required to participate.

3. The Company will not discipline technicians solely on the basis of their sales results.

ARTICLE 19

Check Off

The Company will deduct and promptly remit to the Financial Secretary of the Union at 3232 North 20th Street, Phoenix, Arizona, the regular membership dues of any covered employee who has on file with the Company a valid signed assignment authorizing such deduction in the following form:

DUES CHECK OFF AUTHORIZATION

I hereby authorize Frontier, a Citizens Communications Company, Mohave County Operations, to deduct from my wages each month the regular membership dues of Local Union 769, I.B.E.W., and authorize the payment of such deduction to Financial Secretary, Local 769, I.B.E.W., 3232 North 20th Street, Phoenix, Arizona 85016.

This authorization shall continue in effect for 1 year from the date hereof, or until termination of the current Agreement between the Union and Frontier, a Citizens Communications Company, Mohave County Operations, whichever occurs sooner, and for successive periods of 1 year each or for the period of each succeeding applicable

Labor Agreement between the Union and Frontier, a Citizens Communications Company, Mohave County Operations, whichever shall be shorter, unless written notice is given to Frontier, a Citizens Communications Company, Mohave County Operations, within the 30 day period immediately preceding the expiration of each period of 1 year or of each Labor Agreement between the Union and Frontier, a Citizens Communications Company, Mohave County Operations, whichever occurs sooner.

Date

Employee's Signature

ARTICLE 20
Jury Duty

During the thirty (30) day period from the time an employee is called to first report for jury duty, the Company will make up the difference between the jury duty pay received for any particular day in an employee's regularly scheduled workweek and eight (8) hours at the employee's straight time rate of pay. The Company's liability is limited to those days for which an employee received some compensation from a governmental agency in connection with jury duty. In addition, to be eligible for the pay provided for in this Article, an employee on any shift who spends a total of six (6) hours or less traveling to jury duty and serving on jury duty is obligated to report to work.

ARTICLE 21
Funeral Leave

An employee shall be entitled to a maximum of three (3) days leave of absence with pay, and at the option of the employee, two (2) additional days leave of absence without pay, in order to attend the funeral or memorial service of the employee's spouse, domestic partner (as defined in the Company's domestic partner affidavit), child (including step child), mother-in-law, father-in-law, parent, brother, sister, brother-in-law, sister-in-law, or grandparents or a family member of the immediate household. The paid leave of absence shall end no later than the day after the funeral.

ARTICLE 22

The wage schedules set forth in Exhibit "A" attached hereto, and by this reference made a part hereof, shall become effective on the dates shown and shall be the wage rates and wage progression periods established by this Agreement.

IN WITNESS WHEREOF, Frontier, a Citizens Communications Company, Mohave County Operations, and the International Brotherhood of Electrical Workers, Local 769, AFL-CIO, have executed this agreement by affixing the signatures of their authorized representatives the 30th day of March 2007.

Frontier, a Citizens Communications Company,
Mohave County Operations

International Brotherhood of
Electrical Workers,
Local Union 769

Lynne Petersen
Vice President,
Southwest Operations

JOEL D. BELL
Business Manager

Exhibit "A"

TELEPHONE DEPARTMENT
Rates Per Hour
Effective April 4, 2010

GROUP	I	Combo Tech As of 03/31/10	II	III
Start				
6 mo.				
12 mo.				
24 mo.				
36 mo.				
48 mo.				
60 mo.				

When employees are promoted they shall receive the rate of pay in the step of the new job that gives them an increase in pay.

DIFFERENTIALS:

Working Foreman	\$1.10 per hour
Microwave Carrier Tech.	\$0.80 per hour

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

GROUP I Switching Systems Technician, Facility Tech., Special Apparatus Technician, Cable Splicer

GROUP II Combination Technician

GROUP III Installer-Repairer, Outside Plant Construction Worker

Certifications

Comp TIA A+	\$0.25 per hour increase
Comp TIA Network +	\$0.25 per hour increase
CCNA	\$0.50 per hour increase

Additional certifications may be added to this list at the Company's discretion or with the Company's approval. The Union may propose additional certifications on a semi-annual basis and representatives of the Company and Union will meet to discuss those proposed additional certifications.

Employees may seek reimbursement for the cost of courses and examinations to acquire

such certification under the terms of the Tuition Reimbursement Program.

Time spent by an employee in training or in preparation for (and taking) the certification examinations shall be on the employee's own time.

TELEPHONE DEPARTMENT
Rates Per Hour
Effective April 3, 2011

GROUP	I	Combo Tech As of 03/31/10	II	III
Start				
6 mo.				
12 mo.				
24 mo.				
36 mo.				
48 mo.				
60 mo.				

When employees are promoted they shall receive the rate of pay in the step of the new job that gives them an increase in pay.

DIFFERENTIALS:

Working Foreman	\$1.10 per hour
Microwave Carrier Tech.	\$0.80 per hour

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

- GROUP I** Switching Systems Technician, Facility Tech., Special Apparatus Technician, Cable Splicer
GROUP II Combination Technician
GROUP III Installer-Repairer, Outside Plant Construction Worker

Certifications

Comp TIA A+	\$0.25 per hour increase
Comp TIA Network +	\$0.25 per hour increase
CCNA	\$0.50 per hour increase

Additional certifications may be added to this list at the Company's discretion or with the Company's approval. The Union may propose additional certifications on a semi-annual basis and representatives of the Company and Union will meet to discuss those proposed

additional certifications.

Employees may seek reimbursement for the cost of courses and examinations to acquire such certification under the terms of the Tuition Reimbursement Program.

Time spent by an employee in training or in preparation for (and taking) the certification examinations shall be on the employee's own time.

TELEPHONE DEPARTMENT
Rates Per Hour
Effective April 1, 2012

GROUP	I	Combo Tech As of 03/31/10	II	III
Start				
6 mo.				
12 mo.				
24 mo.				
36 mo.				
48 mo.				
60 mo.				

When employees are promoted they shall receive the rate of pay in the step of the new job that gives them an increase in pay.

DIFFERENTIALS:

Working Foreman	\$1.10 per hour
Microwave Carrier Tech.	\$0.80 per hour

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

- GROUP I** Switching Systems Technician, Facility Tech., Special Apparatus Technician, Cable Splicer
- GROUP II** Combination Technician
- GROUP III** Installer-Repairer, Outside Plant Construction Worker

Certifications

Comp TIA A+	\$0.25 per hour increase
Comp TIA Network +	\$0.25 per hour increase
CCNA	\$0.50 per hour increase

Additional certifications may be added to this list at the Company's discretion or with the Company's approval. The Union may propose additional certifications on a semi-annual basis and representatives of the Company and Union will meet to discuss those proposed additional certifications.

Employees may seek reimbursement for the cost of courses and examinations to acquire such certification under the terms of the Tuition Reimbursement Program.

Time spent by an employee in training or in preparation for (and taking) the certification examinations shall be on the employee's own time.

MEMORANDUMS OF UNDERSTANDING

MEMORANDUM #1. The Company will endeavor to hold safety meetings about once per month. Pole top resuscitation will be made a part of the safety program.

MEMORANDUM #2. The dangers and costs which alcohol and other chemical abuses can create in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

The Company will provide the Union with an opportunity to review, comment and discuss its policy and work rule(s) prior to implementation. The Company recognizes the right of the Union to grieve the reasonableness of the policy and work rule(s) as well as the Union's right to grieve the proper cause of any disciplinary action or discharge that may result from application of the policy or work rule(s).

MEMORANDUM #3. It is the intent of the Company and the Union to maintain and enhance employment opportunities within the Company and Frontier/Citizens. In the event, however, that a reduction in force should result in the layoff of an existing employee, the parties will meet, no less than two weeks prior to the effective date of such layoff, to discuss the impact of such layoff and such matters as severance pay, continuation of health coverage, out placement services, training and other matters that relate to the opportunities of effected employees.

Should the parties reach agreement regarding such matters, and/or if the Company determine to provide any benefits to laid off employees beyond its obligations under the Labor Agreement, such shall not be binding upon either party in any future lay-offs nor shall prejudice the position of either party nor shall such be used to establish either a practice or precedent with respect to any future instance of layoff.

MEMORANDUM #4. It is understood that the following classifications will be memorialized within this agreement as if currently active. The parties agree to meet and negotiate the wages should these classifications be staffed in the future. The classifications memorialized are as follows:

<u>Group I</u> Test Technician Heavy Duty Mechanic	<u>Group II</u> Mechanic
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<u>Group III</u> Line Assigner		<u>Group IIIa</u> Building Maintenance Worker
<u>Group IV</u> Storekeeper I		<u>Group V</u> Storekeeper Frame Attendant Mechanic Helper
<u>Group Va</u> Cable Locator		<u>Group VI</u> Dispatcher/Repair Clerk

MEMORANDUM #5. The parties agree to modify the job classifications in the Agreement specified below, as follows:

GROUP II – Creation of New Sales and Service Technician Classification

- Create the new job classification of Sales and Service Technician by combining the duties of Cable Splicer, Special Apparatus Technician, and Combination Technician and merging the classifications into the new classification of Sales and Service Technician.
- Employees currently in the Cable Splicer and Special Apparatus Technician title will be grandfathered on the Group I wage schedule, but their job classification will be changed to Sales and Service Technician.
- The Company has no current plans to change work group compositions as a result of the creation of this new title. In the event the Company plans to make such group composition changes in the future, it will notify the Union at least 60 days in advance of the planned change and meet with the Union to discuss the matter and receive input from the Union.
- Impact on Vacation Selection: The Company agrees that the creation of the new Sales and Service Technician title will not impact vacation selection seniority rights in 2010 and 2011; the impacted employees will retain their prior job classification identification for purposes of vacation selection in 2011.

The Company agrees that current employees in the newly created Sales and Service Technician classification will be trained, educated and equipped in order to perform all necessary duties.

MEMORANDUM #6. The Performance Recognition Plan is designed to encourage and recognize teamwork and affords employees a means of participating in the

growth and success of the Company resulting from improved productivity and operating competitiveness, and to reward employees with additional income for their efforts.

- (a) The Plan will include a variety of bonus components, with relative weighting as assigned by the Company. Goals, results, and payouts may be administered on a geographic and/or work group basis. The following are examples:

EXAMPLES OF COMPONENTS

Sales and Service Technicians Outside Plant Construction Workers (Based on District-wide Results)	PERFORMANCE MULTIPLIER		
	50%	100%	125%
1 - Commitments Met on Trouble	< 89%	89% - 92%	> 92%
2 - Commitments Met on Service Orders	< 96.5%	96.5% - 98%	> 98%
3 - Trouble Ticket Repeats	> 13%	11% - 13%	< 11%
4 - Service Order Repeats	> 7%	5% - 7%	< 5%
5 - Mean Time to Repair (MTTR)	> 25hrs	22.5 - 25 hrs	< 22.5 hrs
6 - Take the Lead Referrals (based on District goals)	< 99%	99% to 107%	> 107%
7 - Take the Lead Sales (based on District goals)	< 99%	99% to 107%	> 107%
8 - Take the Lead Revenue (based on District goals)	< 99%	99% to 107%	> 107%

EXAMPLES OF COMPONENTS

Switching Systems Technicians (Based on Company-wide Results)	Performance Multiplier		
	50%	100%	125%
1 - Commitments Met on Trouble	< 89%	89% - 92%	> 92%
2 - Commitments Met on Service Orders	< 96.5%	96.5% - 98%	> 98%
3 - Trouble Ticket Repeats	> 13%	11% - 13%	< 11%
4 - Service Order Repeats	> 7%	5% - 7%	< 5%
5 - Mean Time to Repair (MTTR)	> 25hrs	22.5 - 25 hrs	< 22.5 hrs
6 - Preventative Maintenance Plan (PMP)	< 96.5%	96.5% - 98%	> 98%
7 - Take the Lead Referrals (based on Company-wide goals)	< 99%	99% to 107%	> 107%
8 - Take the Lead Sales (based on Company-wide goals)	< 99%	99% to 107%	> 107%
9 - Take the Lead Revenue (based on Company-wide goals)	< 99%	99% to 107%	> 107%

EXAMPLES OF COMPONENTS

Facility Technicians (Based on Company-wide Results)	Performance Multiplier		
	50%	100%	125%

1 – Record Corrections (avg. per quarter/employee)	<80	80 - 90	>90
2 – HSI Held Orders (Gross Activations)	>2.2%	2.0% - 2.2%	<2%
3 - Take the Lead Referrals (annual average/employee)	<12	12	>12
4 - Take the Lead Revenue (annual average/employee)	<\$4600	\$4600 - \$4700	>\$4700

- (b) The Company will establish the objectives for all bonus components by February 15 of the calendar year for which they apply and communicate them to the Union and all employees. (The goals for 2010 will be those set forth in the Examples above. The 2010 target will not be prorated.)
- (c) For each calendar year, the bonus pool available for each employee will be 1% of the gross annual base pay at the top rate for the employee’s classification. The annual payout percentage will range from a minimum of 50% and to a maximum of 125% of the available bonus pool for each classification.
- (d) The performance bonus will be paid no later than March 31 of the following year to all eligible employees who are on the payroll as of December 31 of the preceding (bonus) year. In order to be eligible for this payment, employees must be on the payroll as of July 1 of the bonus year (e.g., July 1, 2010 for the March 2011 bonus). The bonus will be prorated for new hires engaged on or before July 1 based on the number of full months a new hire is employed during the bonus year. For an employee who is laid off or who retires before the payout date, the July 1 and December 31 eligibility dates do not apply; the bonus will be prorated based on the number of full months the employee worked during the bonus year. Employees who are discharged for cause or resign before the payout date are ineligible for any bonus payout.

Negotiating Committee Members for:

I.B.E.W. Local Union

Joel Bell
Jeff Carpenter
Bryon Beckerle
Peter Gagnon
Stephen Sinkey
Mark Silva

Frontier/Citizens Communications

Bob Costagliola
Lynn Petersen
Tom Gustafson
Jason Moothart
Larry Cheramy
Nello Ruscitti