

AGREEMENT
BETWEEN
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, AFL-CIO
LOCAL UNION NO. 1245 NEEDLES, CA
AND
CITIZENS COMMUNICATIONS

Effective

May 1, 2007⁴ - April 30, 2011⁰⁷

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AGREEMENT

THIS AGREEMENT made and entered into effective May 1, 2007~~4~~ between Citizens Utilities, d.b.a., Citizens (hereinafter called "Company") and Local Union No. 1245 of the International Brotherhood of Electrical Workers, AFL-CIO, (hereinafter called "Union"), hereby mutually establishes and agrees upon the working conditions and wage schedules hereinafter set forth.

ARTICLE I

RECOGNITION

1.1. 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 telephone and CATV employees holding the classifications listed in Exhibit A, hereof.

1.2. The Company shall not by reason of the execution of this Agreement eliminate, modify or reduce the scope of any present plan, rule or policy to the detriment of the employees. The foregoing shall not limit the Company in making changes when such have been negotiated and agreed to by the Company and the Union.

ARTICLE II

TERM OF AGREEMENT

2.1. This Agreement shall remain in full force and effect from May 1, 2007~~04~~ up to and including April 30, ~~201071~~, and thereafter from year to year unless and until the Company or the Union serves written notice on the other at least sixty (60) days prior to the said date of April 30, ~~201107~~, or any anniversary of said date, that it desires to modify, amend or terminate this Agreement or any of the terms or provisions hereof.

2.2. In the event that any provision of this Agreement shall be made invalid by applicable legislation or be declared invalid by any court having jurisdiction in respect thereof, such action as to such provision shall not affect the remainder of this Agreement, and all other terms and provisions hereof shall continue in full force and effect as set forth herein. Upon any such judicial determination, the Company and the Union will promptly negotiate and endeavor to reach agreement upon a suitable substitute for the provision so found to be invalid.

ARTICLE III

CONTINUITY OF SERVICE

3.1. Nothing in these rules is intended or shall be used to violate any municipal ordinance, state law or safety standard, or any other legal public requirement, nor is it intended to allow public or personal danger to continue to the detriment of either the general public, the Company or the employees.

3.2. The Company is a public utility engaged in the public service of operating ~~communications telephone exchange service and Cable TV~~ services in Needles, California and vicinity.

3.3. It is mutually recognized that the interests of the Company, the Union and the welfare of the general public require the continuous rendering of service by the Company, and the parties hereto agree that recognition of such obligation of continuous service is imposed upon both the Company and its employees.

3.4. (a) To facilitate the continuous performance of such service, the Company agrees to meet with the Business Manager of the Union, or his designated representative, in reference to any matter coming within the scope of this Agreement and agrees that it will cooperate with the Union in its efforts to promote harmony and efficiency among all employees of the Company.

3.4. (b) ~~Annually, or more frequently by mutual agreement, Monthly~~— a joint labor-management meetings shall be ~~regularly~~ scheduled for the purposes of improving communications and promoting harmony and cooperation between the Company and the Union through discussions of matters of policy and operation which are of general concern. ~~The meeting will be scheduled on the first Thursday of each month, except that such meetings may be canceled or rescheduled by mutual agreement.~~ Attendees at these meetings shall include the District Supervision and Union Shop Stewards.

3.5. The Union agrees that the employees covered by this Agreement or any of them, will not be called upon or permitted to cease or abstain from the continuous performance of the duties pertaining to the position held by them under the Company, and the Company agrees on its part to do nothing to provoke interruption of or to prevent such continuity of performance by said employees insofar as such performance is required in the normal and usual operation of the Company's property. It is mutually agreed that any differences that may arise between the above parties shall be settled in the manner hereinafter provided.

3.6. The Union agrees for its members who are employees of the Company that they will individually and collectively perform loyal and efficient work and service 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.

3.7. Neither the Company nor the Union will discriminate against any employee in the application of the terms of this Agreement because of race, color, creed, national origin, age, sex, religion, marital status, non-disqualifying physical or mental disability, sexual orientation, status as a disabled and/or Vietnam veteran, or membership or non-membership in the union.

ARTICLE IV

EMPLOYER'S RIGHTS

4.1. The supervision and control of all operations and the direction of all working forces are vested in the Company, including the right to hire, the right to suspend or discharge for proper cause, or to transfer employees, or to relieve employees from duty because of lack of work, or for other legitimate reasons in accordance with the terms of this Agreement.

4.2. The Company retains the right to exercise discipline in the interest of good service and the proper conduct of its business, provided that an employee who has been laid off, discharged or disciplined shall be advised of the reasons or reason for such action and shall have the right of appeal through the grievance and arbitration procedure provided by this Agreement. No discipline by temporary suspension shall be administered to any employee which shall permanently impair his or her seniority rights.

ARTICLE V

UNION SECURITY

5.1. Any present employee, and those who subsequently become members, who is or who becomes a member of the Union shall, as a condition of employment, maintain his/her membership in the Union in good standing in accordance with its Constitution and By-Laws. New employees hired after the effective date of Agreement coming within the classifications covered herein, shall, as a condition of employment, be required to become members of the Union after thirty-one (31) days of employment and shall be required to maintain his/her membership in the Union in good standing in accordance with its Constitution and By-Laws.

5.2. The Company agrees to notify the Union of the name and address of an applicant for employment when such applicant is accepted for assignment to a job.

5.3. The Company shall deduct from their wages and pay over to the proper officers of the Union the membership dues of the members of the Union who individually and voluntarily authorize such deductions in writing. The form of check-off shall be approved by the Company and Union.

ARTICLE VI

UNION'S RIGHTS

6.1. An employee who requests time off for Union activities in addition to regular time off shall be granted such request if such time off will not inconvenience the operations of the Company or increase its operating expenses; provided further that such employee shall receive no compensation from the Company for such time off.

6.2. The Company agrees to permit the Union to use reasonable space for the purpose of posting officially signed bulletins upon the bulletin boards which are furnished by the Company.

6.3. The Union may designate Shop Stewards as it deems necessary for the proper administration of its affairs and for the proper execution of the provisions of this Agreement.

6.4. Nothing in this Agreement shall be construed to limit the Company in the employment of such contract labor as, at the discretion of the Company may become necessary for the proper construction, installation, removal and maintenance of communication facilities owned, serviced, and/or operated by the Company for the renditions of proper and adequate communication service to the public. The Company by this Agreement, if, as a result thereof, it would become necessary to lay off or reduce the rate of pay of any such employee and in no case shall such work be let to contract under wages or conditions less favorable than prevailing Union wages and conditions in the area applicable to the type of work to be performed. However, the Company shall not enter into any contractual arrangement for the construction, installation, removal, and/or current maintenance of plant facilities that may result in the layoff or reduction to part-time of its employees customarily performing work of the same nature as that to be provided under the contractual arrangements, with the exception that the sale of plant in place may include removal by purchaser.

ARTICLE VII

STATUS OF EMPLOYEES

7.1. Employees of the Company covered under this Agreement shall be designated as regular, full-time, probationary, temporary, or part-time. Part-time employees shall receive only those benefits specifically identified as applicable to part-time employees and those required by law.

7.2. All employees of the Company will be considered probationary employees for the first six (6) months of employment and may be terminated at the discretion of the Company so long as the termination is not discriminatory and is not for the purpose of keeping the jobs filled with probationary employees. At the end of the six (6) month period, they will cease to be probationary employees and will rank in seniority from the date of their original hiring.

7.3. A temporary employee is one who is hired for a specific job which is expected to last *up to nine (9) less than three (3) months*. An employee who is hired on a temporary basis and subsequently becomes a regular employee shall rank in seniority from his or her original hiring date for purposes of sick leave and vacation accruals. However, temporary employees hired for specific jobs are to remain as temporary employees until the specific job for which they were hired is completed: *A temporary employee shall accrue the following benefits: medical/dental insurance, sick leave, vacation, and holidays upon completion of nine (9) months of cumulative service.*

7.4. A regular employee is one who has satisfactorily completed his or her probationary period.

7.5. A regular employee who is laid off because of lack of work shall resume his or her status as a regular employee in accordance with the rules and regulations of the Company's benefit plans, if he or she returns to employment within one (1) year. However, employees who leave the service of the Company for any other reason shall, if and when reemployed, be considered as new employees and shall be required to complete a new probationary period.

7.6. Notwithstanding the provisions of 7.5, above, and Article X, Section 10.5 and 10.6, regular employees who are laid off for lack of work shall be given preferential rehire rights over any persons, provided the employee is competent to fill the vacancy and available to return to work within two weeks from the date registered mail notice is sent to the last address furnished the Company.

ARTICLE VIII

GROUP INSURANCE AND RETIREMENT PLANS

8.1. ~~The Citizens Communications medical plan (including any HMO options), drug plans, dental plan, long term disability plan, flexible spending accounts plan, life insurance plan, retiree life insurance, pension plan and savings plan(s) in effect on April 30, 2004, except as modified herein, shall be provided for all eligible employees in accordance with the terms of said plans for the remainder of 2004. Effective January 1, 2005, The Citizens medical plans, drug plan, dental plan, vision plan, long term disability plan, flexible spending accounts plan, life insurance plan, retiree life insurance, pension plan and savings plan(s) in effect as of January 1, 2007 shall continue to be available to eligible employees provided in accordance with those terms and conditions of the plans-, except as modified herein. The EPO and PPO Plan Design Changes for 2008, 2009, 2010, and 2011 shall be as shown on the Plan Design Changes Summaries attached to this Article. Notwithstanding any other provisions of this Article, for Plans in effect on January 1, 2008 and thereafter, the Company may increase any deductible or co-pay contribution by up to 25% in a calendar year; for the PPO Plan, the Company may increase the annual out of pocket maximum as follows: 2008 - \$4000/7500; 2009 - \$4500/8000; 2010 - \$5000/8500, and 2011 - \$5500/9000. Domestic partner coverage will be made available in accordance with the plans-~~

The Company may make changes, additions, or deletions to these plans, and may drop or add plans, provided:

- (a) The changes do not reduce the overall level of benefits,
- (b) The changes apply to a majority of Citizens Communications employees covered under such plan, and
- (c) The Company provided the Union with no less than 60 days notice of any intended changes and meets to discuss these changes with the Union.

This obligation is accepted notwithstanding the recognition that ~~HMO and/or PPO~~ availability ~~is~~ are not within the control of the Company and that plan content and/or networks will be determined by the ~~HMO, PPO,~~ or third party administrator.

~~Should the Company, in the exercise of its' rights under this Article increase any employee contribution (defined as the monthly employee contribution through payroll) by more than 25% in a calendar year, then the Union may require that this Article be opened for the purpose of negotiations with respect to such change(s). If agreement is not reached, the Union shall have the right to submit this issue to the expedited arbitration procedures contained within this article.~~

In the event that any dispute arises as to whether the proposed change does or does not reduce the overall level of benefits the dispute will be referred to expedited arbitration without exhaustion of the grievance procedure. If the arbitrator determines that the overall level of benefits is less than those in effect on January 1, 2005, the plans in effect on that date shall be restored as soon as administratively possible after the arbitrator's decision.

EMPLOYEE CONTRIBUTIONS

Effective January 1, 2008~~2005~~, the employee shares of premiums (*or premium equivalent*) for the medical plan that the employee elects shall be ~~20%~~~~16%~~ of the medical plan chosen by the employee; as of January 1, 2009 ~~2006~~ ~~20%~~ ~~17%~~; as of January 1, 2010 ~~2007~~ ~~21%~~, and as of January 1, 2011, ~~21%~~ provided that in no event will the increase in an employee's share of the premium (*or premium equivalent*) cost relative to the prior year exceed 25% of what the employee was paying the prior year for the same type of coverage.~~18%~~ The employee contribution to the dental plan shall be ~~15%~~ as of January 1, 2006 and ~~25%~~ as of January 1, 2007. The employee contribution to the vision plan will be ~~25%~~ as of January 1, 2006 and ~~50%~~ as of January 1, 2007.

8.2. Employees with ten years of service who, as of May 31, 1996, have a combination of full years of age and full years of service that total 55 or more, will continue to accrue service in accordance with the provisions of the Citizens Pension Plan, Appendix XII. If, within two months of becoming eligible to retire in accordance with the early retirement provisions of such Appendix, such employee does not retire, all future service commencing from the second full month following such eligibility shall accrue in accordance with Appendix 1B of the Citizens Pension Plan and the employee's accrued benefit in accordance with Appendix XII shall be frozen. All employees who do not have ten years of service or a total of 55 points as indicated previously, shall, effective July 1, 1997, commence accruing benefits in accordance with Citizens Pension Plan Appendix 1B and such employee's accrued benefit in accordance with Appendix XII shall be frozen.

Employees who have been hired as of April 30, 2000 and who have attained or who will attain 55 points (combined total of age and pension service) with at least 10 years of service as of May 31, 2001 shall have available to them the retiree medical plan and retiree life insurance. Such employees shall have the option:

- a. To elect, no later than August 31, 2000, on a form prepared by the Company, one of the following:
 - (i) The employee elects to wait until his/her retirement date to determine whether he/she shall retain the retiree medical OR receive a lump sum payment of \$3,500 taken directly (less all applicable deductions) OR receive \$3,500 as a direct payment into the employee's 401(k) account in accordance with the terms of the 401(k) plan.
 - (ii) The employee elects, no later than August 31, 2000 to receive a lump sum payment of \$3,500 as a direct payment into the employee's 401(k) plan.

Such election shall be irrevocable by the employee.

Employees hired prior to April 30, 2000 who have not attained and who cannot attain 55 points with at least 10 years of service by May 31, 2001 shall have available to them whatever retiree medical plan, if any, that is in effect at the time they retire. These employees shall be eligible to receive a lump sum payment of \$3,500. This lump sum payment may be received directly (less all applicable deductions) or may be taken as a direct payment into the employee's 401(k) account in accordance with the terms of the 401(k) plan. This payment shall be paid out in accordance with the election of the employee no later than the last pay period in October 2000.

8.3. *401k Savings Plan: There shall be no Company match*~~It is understood that the Company, intends to terminate the Company match currently provided in its 401(k) savings plan for employees covered under the terms of the parties' labor agreement and will be effective as soon as administratively possible upon conclusion of the 2004 contract negotiations. For regular full time active employees as of April 1, 2004 who had active 401(k) accounts with the Company on April 1, 2004, the Company shall make a one-time, cash contribution to such accounts of an amount equivalent to 55% of what the average per employee company contribution would have been over the term of this contract were the Company to continue its 2004 match. (The parties have determined that the amount to be \$2000.00). These amounts will be transferred to each eligible employee's account as soon as administratively possible and shall vest in accordance with the provisions of the plan.~~

The 401(k) plan fiduciary, in its' sole discretion, will determine the 401(k) investment managers, plan record-keeper and Trustee, in accordance with ERISA.

8.4. Effective January 1, 2005 and thereafter the Company's long term disability plan will be made available to employees in accordance with the terms and conditions of the plan. Such plan shall be available to eligible employees on the 181st from the date that the employee first received benefits in accordance with Article 15 herein, or at such time as the employee's Article 15.2 disability payments have ended. An employee who qualifies for long term disability benefits will also be eligible to receive his/her level of health insurance coverage that the employee received at the time of the disability, at no cost to the employee, for a period of 6 months from the time that the employee first receives long term disability benefits.

ARTICLE IX

HOURS OF WORK AND OVERTIME

9.1. The work day shall consist of eight (8) hours in one (1) day. The regular work-day shall be scheduled between 6:00 a.m. and 9:00 ~~6:00~~ p.m. *For shifts scheduled to end after 6:00 p.m., an employee will be paid a wage differential of five percent (5%) of the employee's basic hourly wage rate for each hour worked on such shifts. The shift premium shall be added to the basic rate of pay for purposes of computing overtime.*

9.2. The work week shall begin at 12:01 a.m. Sunday and end Saturday at 12:00 midnight, the same as a calendar work week.

9.3. Monday through Friday shall constitute the normal work week. If operating needs require it, the Company may establish a Tuesday through Saturday work week or Sunday coverage. In the event the Company is to establish Sunday coverage, the Company and the Union shall meet to discuss the appropriate work week (Sunday-Thursday or other) and the assignment of employees. The assignment of employees shall be determined by rotation unless otherwise agreed to by the Company and Union.

9.4. If operating needs require it, the Company may schedule ~~all~~ employees to work an eight (8) hour shift other than provided in Section 9.1. If such a schedule is established, the shift shall constitute eight (8) consecutive hours, including a one-half (1/2) hour paid meal break. Employees must have at least *seventy-two (72)* ~~forty-eight (48)~~ hours notice prior to being assigned the shift. *Employees will be assigned to such shifts for a minimum of five (5) consecutive work days, except that this requirement need not apply in situations where work is performed outside of regular hours in order to minimize the impact of a customer service outage (for example, a switch upgrade or a cut-over done overnight).* The assignment of employees shall be determined by district seniority unless otherwise agree to by the Company and Union.

9.5. (a) The Company may schedule employees to standby making them available for duty. Such assignments shall be rotated within a job classification and employees assigned shall receive pay for each hour of standby according to the formula listed below. Such pay shall be in addition to any call-out time.

Two times the hourly wage rate divided by 24

9.5. (b) The Company will, as much as practicable, endeavor to equally distribute standby assignments, within a classification, to the extent of their duration, including equalization of assignments involving holidays.

9.5. (c) Employees assigned to standby may also be assigned a Company vehicle in order to respond to call-out from their home provided they live within twenty-five (25) road miles from their regularly established headquarters.

9.5. (d) The Company will provide a cellular telephone for use by those on standby for the period of time on standby. The Company will provide a laptop computer for use by those on standby for central office trouble for the period of time on standby.

9.6. Employees shall report to their appropriate headquarters and then shall travel from job to job on Company time.

9.7. When employees are assigned to travel to and from authorized training schools and such travel occurs on the employee's scheduled non-work days or non-work hours, they shall receive straight time pay for actual travel time.

9.8. Employees shall observe two (2) twenty (20) minute work breaks per day, each as is practicable to the mid-point in time between starting and lunch, and lunch and quitting time. Part-time

employees shall observe one (1) twenty (20) minute work break or two (2) ten (10) minute work breaks when working a five (5) hour work shift.

9.9. Time worked in excess of eight (8) hours up to 12 hours per day shall be considered overtime and shall be paid at one and one-half times (1 1/2x) the employee's regular rate of pay. Time worked in excess of 12 hours per day shall be paid at two times (2X) the employee's regular rate of pay.

9.10. Overtime worked on Sunday will be paid at two times (2X) the employee's regular rate of pay. If an employee works a 7th consecutive day, within the work week defined by Article 9.2, he/she will be paid in accordance with California state law.

9.11. In addition to receiving regular holiday pay, (eight (8) hours at the straight time rate), employees shall be paid one and one-half times (1 1/2x) the regular straight time rate for time worked on the holiday, except as provided in Section 9.12.

9.12. When a recognized holiday falls on a Saturday and is observed on the preceding Friday, the Company may schedule a minimum of service personnel to work at the straight time rate on that Friday. The Company will notify the employees assigned to work on the Friday observed as the holiday no later than the preceding Monday. Such assignments shall be rotated among service personnel. Employees scheduled to work on the Friday observed as the holiday shall observe the following Monday as the holiday.

9.13. When an employee requires personal time off duty other than for scheduled vacation, sick leave, or for emergency purposes, the employee shall give the Company at least five (5) days notice of such request in order that work rescheduling may be accomplished.

9.14. Employees called out for overtime duty shall receive at least two (2) hours pay at the applicable overtime rate. Reasonable travel time to and from home will be considered as time worked. However, where an employee is on standby status and is able to clear the trouble without leaving his home, the minimum payment shall be one (1) hour at the applicable overtime rate. All work performed on overtime call-outs shall be limited to emergency work.

9.15. Every effort will be made to notify employees as soon as possible when scheduling prearranged overtime. When employees are notified during regular hours of work prior to the end of their last regular scheduled eight hour period of work that they are prearranged to report for duty before their next scheduled starting time, either on work days or non-work days, they shall provide their own lunch.

9.16. If an employee worked for eight (8) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his or her regular work hours on a work day, such employee shall be entitled to a rest period of eight (8) consecutive hours on the completion of such overtime work.

- (a) There shall be included as hours worked at the overtime rate in such sixteen (16) hour period any travel time to which the employee is entitled when emergency or prearranged work is performed.

(b) Hours worked prior to an eight (8) hour rest period shall not be included in computing another period of overtime work.

(c) If the eight (8) hour rest period in whole or in part overlaps the employee's regular work hours, he or she will receive pay at the straight time rate for the extent of the overlap.

(d) If the rest period overlaps his or her regular work hours, but does not extend into the second half of his or her work day, the employee may be excused from _____ reporting for work until the beginning of the second half of his or her work day. If the rest period extends into the second half of his or her work day, the employee may be excused from reporting for work until the following work day.

(e) Notwithstanding the foregoing, an employee may be required to work during regular work hours on a work day without having a rest period of eight (8) hours, in which event he or she shall be paid at one and one-half time (1 1/2x) the straight rate of pay for all worked performed until he or she has been relieved from duty for at least eight (8) hours.

(f) Employees shall have been deemed excused from reporting to work on his/her regular work hours unless otherwise directed to do so.

9.17. While attending Company arranged training programs or while traveling out of town on Company authorized business, employees will be provided meals and lodging that is reasonable and customary for the period involved. As may be required, employees will be provided with Company Procurement Cards for business related travel. Out of pocket expenses for incidentals shall be submitted for reimbursement using personal expense forms. In addition, where necessary, employees shall be provided with a Citizens Communications telephone credit card.

Employees assigned to travel for the purpose of attending Company arranged training programs will be provided with transportation or mileage reimbursement for use of personal vehicle (at the IRS mileage allowance) if authorized by the Company. (The Company realizes that the employee may frequently prefer to drive his/her personal vehicle, and the Company will take such preferences into account in making its decision as to mode of transportation.)

9.18. Employees relieved from duty during the first half of the day or shift shall be paid not less than one-half (1/2) day's pay. If relieved after having been on duty more than one-half (1/2) day, they shall be paid a full day's pay except that if they are relieved at their own request, they shall be paid only for time worked.

9.19. When employee(s) are sent away to school, the Company and employee(s) will consider the arrangements for travel by the employee(s) while at school at the same time that arrangements for travel to and from school are made.

ARTICLE X

SENIORITY

10.1. There shall be two types of seniority -- namely, classification seniority and Company seniority. Classification seniority shall be considered in matters of qualification for promotion. Company seniority shall be considered in such matter as selection of vacation period, sick leave, retirement and rehiring of laid off employees.

10.2. When new jobs above the entry level are created or vacancies occur in such jobs, and these jobs are expected to last for more than thirty (30) days, such new jobs or vacancies shall be posted on the bulletin board by the Company for a period of one (1) week. It shall be the duty of the Company to set forth in said bulletin the nature of the job, its duties, reasonable qualifications required and rate of pay. At the same time, the Company will furnish the Union a copy of this bulletin. Within ten (10) working days after the closing date for their receipt, applications received from regular employees of the Company will be considered, the job awarded and the name of the successful applicant, if any, posted on the bulletin board where the job was announced. If no applications are received from qualified regular employees within the period of ten (10) working days after the job classifications are posted, the Company may then fill the job from outside the service.

10.3. Whenever a vacancy occurs in any job classification, the Company, may at its discretion, temporarily fill such vacancy. If practical, any such temporary appointment shall be given to the employee who would be eligible therefor under the provisions of this Agreement.

~~10.4.~~ ~~10.4.~~ Employees may file their applications in the Division Office or by U. S. Mail. However, the Company need not consider any application postmarked after the closing date specified in Section 10.2., above.

10.5. It is understood and agreed that in all cases of transfer, promotion, decrease of personnel or recall after layoff, the following factors shall be considered, and where factors 1 and 2 are sufficient, factor 3 shall govern:

1. Knowledge, training, ability, skill, adaptability and efficiency.
2. Physical fitness required for the job.
3. Seniority. In the determination of seniority for this purpose, classification seniority with the Company shall be given first consideration and seniority with the Company, second.

10.6. When it becomes necessary for the Company to lay off regular employees due to lack of work, the Company shall give employees concerned as much notice as possible, but in no event shall employees receive less than ten (10) working days notice of layoff or the Company may give ten (10) days pay in lieu thereof. Where temporary and probationary employees are involved, no notice of layoff is required. Layoff in all cases due to lack of work will be determined by Company seniority and qualifications.

10.7. The Company seniority for employees who are members of the armed forces shall accrue while they are absent on military duty.

10.8. The Company shall annually make up and post on bulletin boards a Company seniority list. If no opposition is made in writing within thirty (30) days after posting, the respective seniorities shall be considered correct as listed.

ARTICLE XI

GRIEVANCES

11.1. Employees of the Company shall have the right to a hearing on any differences of opinion with respect to the interpretation or application of any provisions of the Agreement. An earnest effort will be made by all parties to reach a mutually satisfactory settlement according to the following procedure:

11.1. (a) Step I. Any employee or group of employees believing himself or themselves to have a grievance may within thirty (30) days of the date that they became aware or should have been aware of the incident alleged to have occurred, present the matter in writing through the Union's Steward to the immediate supervisor, who in turn shall respond to the grievance within five (5) working days.

11.1. (b) Step II. In the event a mutually satisfactory decision is not arrived at under Step I, above, the employee or an authorized representative shall have the right to appeal, in writing, within thirty (30) days from the start of the time limits in (a), above, to the Telephone State Manager/Energy District Supervision or their designate, with a copy to the Manager of Human Resources.. In the event a satisfactory settlement is not arrived at within fifteen (15) days after written appeal is submitted, either party may appeal in writing to the Review Committee, Step III.

11.1. (c) Step III. The Review Committee shall consist of a Company member and a Union member. The Review Committee shall have an additional twenty (20) days from the conclusion of Step II for a full consideration in an effort to resolve the grievance. If resolved, the written decision of the Committee shall be final and binding.

11.2. Any dispute arising hereunder which is not settled satisfactorily through the foregoing grievance procedure shall be submitted at the request of either party to a Board of Arbitration, to be selected in a manner specified hereinafter. The Company and the Union agree that the majority decision of such Board shall be final and binding on both parties.

11.3. The Board of Arbitration referred to above shall be comprised of three (3) members; one (1) being appointed by the Company through its Manager, Human Resources; another to be appointed by the Union through its Business Manager; and the third to be chosen by the (2) so selected.

11.4. In the event the two (2) members selected by the Company and the Union are unable to agree on the selection of the third member within three (3) days after meeting for that purpose, they shall then request the Federal Mediation and Conciliation Service to nominate three (3) persons from which the third member shall be selected. The Company shall challenge one (1) of these nominees presented; the Union shall likewise challenge one (1). The party having first challenge shall be decided by lot. The nominee so selected shall become the third arbitrator.

11.5. The Board of Arbitration shall conduct a hearing on the matter at issue and both parties shall be allowed to present such evidence and make such argument as they see fit. Either party may call any employee as a witness in any proceeding before the Arbitrator, and if the employee is on duty, the Company agrees to release him from duty so he may appear as a witness. The Union agrees, in case it is necessary to call Company employees as witnesses, that due consideration shall be given to efficient operation of the crews. If any employee is called by either party to appear before the Board, 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 and the expense of its own arbitrators. The expense of the third arbitrator and incidental expenses mutually agreed to in advance shall be borne equally by both parties.

ARTICLE XII

WORKING SAFETY COMMITTEE

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

12.2. The number of employees serving on the Safety Committee shall be *at least one (1)*. ~~not less than three (3).~~

12.3. Every employee is urged and expected to make recommendations in writing at the time a work deficiency or unsafe condition is discovered. This recommendation shall be made to the Committee Sub-chairman assigned to this work by the Company and it shall be presented to the District Safety Committee at its next regular monthly meeting.

12.4. A safety meeting shall be held *at least twice per year*. ~~regularly once each month.~~

12.5. The Company will draft reasonable safety rules. The Union may submit suggestions to the Company regarding revision and enforcement of such rules, and the Company agrees to meet with the Union for purposes of Discussion of the Union's suggestions. In the event any employee violates said safety rules set up by the Company, the Company reserves the right to take disciplinary action against said employee, including suspension for a period of time without pay; however, an employee shall not lose his seniority which he or she might accrue during the period of suspension.

ARTICLE XIII

HOLIDAYS

13.1. Notwithstanding the provisions of Section 7.4., all full-time employees are entitled to receive eight (8) hours of holiday pay, from their date of hire, at the straight time rate for the following holidays:

New Year's Day	Christmas Day
Memorial Day (Last Monday in May)	Floating Holiday
Independence Day	2 nd Floating Holiday
Labor Day (1st Monday in September)	3 rd Floating Holiday
Thanksgiving Day	4 th Floating Holiday
Friday after Thanksgiving	5 th Floating Holiday

13.2. When any of the above holidays falls on a Sunday, the Monday following shall be observed as a holiday, and if on a Saturday, the preceding Friday shall be observed as the holiday, except for employees working as provided under Article IX, Section 9.12.. Such employees, if working on a Friday, shall observe the following Monday.

13.3. An employee who does not report for work the day before and/or the day after a paid holiday, and who has not been excused by the District Supervision for the day before and/or the day after a paid holiday, shall receive no pay for said holiday.

13.4. If any of the above authorized holidays occurs on a work day within the employee's paid vacation entitlement, it shall be counted as a holiday and a regular day of vacation will be granted the employee in lieu of such holiday.

13.5. In scheduling time off for the floating holidays, such scheduling for time off shall be consistent with operational needs.

13.6. Consistent with operational needs, the Company may schedule two service employees to work their regular shift on the Friday after Thanksgiving. Employees so working shall be entitled to a floating holiday in lieu of, at their option.

ARTICLE XIV

VACATIONS

14.1. Regular, full-time employees shall be allowed annual vacation with pay as follows:

- (a) If the employee is hired before July 1st, he/she shall be allowed one week vacation during the calendar year in which he/she is hired, to be taken after the completion of six (6) months service (or by the end of January of the following calendar year if the six month anniversary falls in December).

(b) An employee whose first anniversary date falls within the calendar year shall be allowed two weeks vacation to be taken within that calendar year, but the first of such weeks may not be taken until after the employee has completed six (6) months service and the second of such vacation weeks may not be taken until after the employee's anniversary date (or by the end of January of the following calendar year if the anniversary date falls in December).

(c) An employee whose second and subsequent anniversary date falls within the calendar year shall be allowed two weeks vacation to be taken within that calendar year.

(d) All regular employees covered by this Agreement shall be entitled to 120 hours of vacation with pay, at the start of the calendar year in which they will complete seven (7) years of continuous service.

(e) All regular employees covered by this Agreement shall be entitled to 160 hours of vacation with pay, at the start of the calendar year in which they will complete fifteen (15) years of continuous service.

(f) All regular employees covered by this Agreement shall be entitled to 200 hours of vacation with pay, at the start of the calendar year in which they will complete twenty-five (25) years of continuous service.

14.2. Regular, part-time employees shall be allowed vacation with pay on a pro rata basis.

14.3. Consistent with the Company's operational needs, vacation shall be scheduled no later than February 28 and such schedules posted on Company bulletin boards on March 1 of the current year. In taking employee preference into account, Company seniority within a classification and/or occupational group will be given first consideration. (See explanatory note - Exhibit E).

14.4. Unless otherwise approved by Company supervision, vacations will normally be scheduled to start on the first day of an employee's work week.

14.5. Consistent with the Company's operational needs, vacation allowances shall not be deferred to the following year without written approval from the Company.

14.6. Notwithstanding the provisions of Section 14.3., above, vacations may be changed or postponed due to illness, accident, approved leave of absence or other valid reasons by Company approval.

14.7. Upon voluntary resignation from employment with a minimum of two (2) weeks notice of such resignation, an employee shall be paid for that portion of the vacation to which he/she would have been entitled in the calendar year of resignation but has not taken. [Once notice is given, an employee may not take further vacation or floating holidays.]

14.8. Pay in lieu of vacation will not be made except in specific cases where written authority is obtained in advance from the management. This can only be occasioned by an emergency when it is impractical for the Company to grant an employee his/her entitled vacation.

14.9. Should an employee be absent on account of illness, accident or on approved leave of absence at the time his/her vacation would otherwise begin, the vacation may be postponed, provided arrangements are made consistent with Company and departmental requirements.

14.10. The Company shall not require an employee to take vacation in lieu of sickness/accident disability benefits to which the employee is entitled under Article XV. However, an employee who has exhausted his or her paid sickness/accident benefits may, at his or her option, take vacation in lieu of the foregoing.

ARTICLE XV

SICKNESS/ACCIDENT PAYMENT PLAN

15.1. Regular, full-time employees are eligible to participate in the Sickness/Accident Payment Plan after satisfying length of service requirements.

Section I – Incidental Absence Payment Plan

Employees absent from work due to personal illness or injury on scheduled working days occurring within an initial period of seven (7) consecutive calendar days shall be paid for time not worked according to the following schedule:

<u>Length of service</u>	<u>Pay for Absence Due to Personal Illness or Injury Begins After</u>
0-90 days	No incidental absence benefit
90 days – 1 year	16 absence hours
1 – 5 years	8 absence hours
5 years & over	Payment begins with first hour of absence

Section II – Disability Absence Payment Plan

Employees absent due to personal illness or injury beyond seven (7) calendar days will be considered on disability absence and shall be eligible for disability pay benefits beginning with the eighth (8th) calendar day according to the following schedule:

<u>Length of service</u>	<u>Maximum Disability Benefit Weeks</u>	
	<u>Full pay*</u>	<u>Half pay*</u>
0 – 90 days	none	none
90 days – 1 year	4	21

1 – 5 years	7	18	
5 – 10 years	10	15	
10 – 15 years	14	11	
15 – 20 years	18	7	
20 – 25 years	22	3	
25 years & over	25	36	0

*Full pay and half pay benefits will be based on the employee’s basic straight time hourly rate in effect on the first day of absence.

~~Employees must submit “Notice of Proof of Claim for Disability Benefits” (Form A) on a timely basis to certify eligibility for establishment and/or continuation of benefits. Forms and assistance are available through the Human Resource Department.~~

For the purposes of Section II, Disability Absence Benefits, successive periods of absence due to personal illness or injury (i.e., relapse) are counted together as one period in computing the time period for which an employee is entitled to benefits except that any absence occurring after an employee has been re-engaged in performing his/her regularly scheduled duties for thirteen (13) weeks or more will be considered as occurrences in a new benefit period.

Section III – California Employees

Benefits for employers working in California are subject to the provisions of the State of California Disability Benefits Law. They will be eligible for the greater of the Citizen disability benefit schedule shown above or the State of California Disability Benefits Schedule. Employees are required to apply for the state disability plan when applying for the company’s short and long term disability.

Section IV - On-the-Job Injury

Employees absent from work due to on-the-job injuries will suffer no loss of regular pay (i.e., no waiting period) for the first seven (7) calendar days following injury. Beginning with the eighth (8th) calendar day benefits will be paid at the level set forth in Section II. Such benefits will be offset by any Workers Compensation benefits received by the employee.

Section V - Administration

If circumstances warrant, Citizens Communications may require the employee to provide medical certification of inability to work due to illness or disability. Similarly, Citizens Communications may require medical certification that the employee may return to work following an absence due to illness of disability.

Upon request an employee may be required to submit to an examination at Company expense, by a physician selected by the Company to determine the employee’s physical condition.

Employees are not entitled to receive this benefit at a time during which any other compensation is paid them by the Company, e.g., vacation pay, holiday pay.

ARTICLE XVI

LEAVE OF ABSENCE

16.1. Leave of absence shall be granted to regular employees for urgent, substantial personal reasons, provided adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work. Leave will not be granted if the purpose for which it is requested may lead to the employee's resignation.

16.2. A leave shall commence on and include the first work day on which an employee is absent and terminate with and include the work day preceding the day his leave expires. The condition under which an employee shall be restored to employment on the termination of his or her leave of absence shall be clearly stated by the Company on the form on which application for leave is made.

16.3. Except as otherwise provided herein, an employee's seniority shall not accrue while he or she is on leave without pay. However, an employee's status as a regular employee shall not be impaired by a leave of absence, and shall be in accordance with rules and regulations of the Company's benefit plans.

16.4. The Company shall, at the request of the Union, grant a leave of absence without pay for three (3) years or less to an employee who is appointed or elected to any office or position in the Union whose services are required by the Union. The seniority of an employee who is granted a leave of absence under the provisions of this section shall accrue during the period of such leave.

16.5. A leave of absence under the foregoing conditions shall be granted to employees who enter the armed forces of the United States; provided, however, that any such leave of absence and reinstatement of any such employee shall be subject to the terms of the Selective Training and Service Act of 1940, as amended.

16.6. If an employee fails to return immediately on the expiration of his or her leave, or if he or she makes application for unemployment benefits while on leave, such employee shall thereby forfeit the leave of absence and terminate employment with the Company.

16.7. Death in Immediate Family - Employees called away from work due to the death in immediate family shall, in accordance with the following, be allowed time off duty with pay to attend the funeral:

16.8. An employee may be granted up to three (3) days off duty with pay to attend such funeral. Any further extension of time off with pay must be approved by Company supervision. Members of immediate family are considered to be an employee's spouse, domestic partner, parent, grandparent, grandchild, grandparent-in-law, parent-in-law, child, son-in-law, daughter-in-law, stepchild, brother, sister, half-brother, half-sister, foster parents, or a more distant relative who was a member of the employee's immediate household at the time of death.

16.9. In the event of a request for leave due to the birth of, adoption of or receiving for foster care a child or for the serious illness of a spouse, parent, child, relative who is a dependent of the employee, or the employee, subject to the terms of this Article, the employee will be entitled to leave for up to 16 weeks in a twelve month period. This time shall run concurrently with any other approved leave. An employee must use all earned vacation prior to taking such leave. 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.

16.10. A leave of absence of up to three (3) days with pay will be granted upon request to a regular employee in the event of serious illness or accident of the employee's spouse, children or parents that requires the care and attention of the employee. To receive paid leave under this Section an employee may be required to provide a statement from a physician verifying the nature of the illness or accident and the need for the employees presence.

16.11. A regular employee who is summoned to serve on a grand jury, trial jury, or jury of inquest which occurs within his or her scheduled working hours during the basic workweek will be allowed the necessary time off with pay. However, the employee is to provide to the company any check paid to the employee for such jury duty, exclusive of per diem allowances for meals and mileage.

ARTICLE XVII

WORKING RULES

17.1. Employees may be assigned to work on CATV or telephone construction, operation and maintenance work to the extent of their qualifications as determined by the District Supervision.

17.2. Company supervisors shall be responsible for determining whether weather conditions warrant cessation of outside work. In arriving at a decision with respect to weather conditions, the following factors shall be taken into account:

1. Employee safety.
2. Operating requirement.
3. Service to the public.

Upon such conditions, the employees affected shall receive full pay for the period involved.

ARTICLE XVIII

GENERAL

18.1. Meal times during periods of emergency or overtime work shall be at 6:30 a.m. for breakfast; 12:00 noon or midnight for lunch; and 6:30 p.m. for dinner.

18.2. (a) When working on overtime work after the regular day or shift or when called out for work at night, Saturdays, Sundays, or holidays, the Company shall provide all meals unless employees are returned to headquarters on or before meal time. When instructed before quitting time to report for

duty before the regular daily starting time, the employee shall provide his or her own lunch, the same as is regularly done on other days.

(b) Upon release from work employees, having an overtime meal due them, at their option may elect to take \$12.00 cash in lieu of said overtime meal.

18.3. In case an employee shall be required to work in a job classification higher than his or her regular classification for a period of one (1) hour or more, such employee shall receive the higher classification rate of pay for all the time worked in the higher classification. However, an employee may be required to work in a higher classification up to a maximum of one (1) hour at his or her regular classification rate of pay.

18.4. (a) An employee who is assigned to a classification in a line of progression, other than his own, shall receive a rate of pay equal to not less than eighty percent (80%) of his present rate of pay, except as provided for under Section 19.5.(c). However, a higher rate of pay may be established by the Company, dependent upon the employee's length of service, physical fitness, experience and capabilities.

(b) An employee who is assigned to another classification in his present line of progression shall be paid at the wage rate established for the progressive wage step in the new classification which is equal to, or next higher than, his present rate of pay.

(c) In the application of this Section, it is understood that an employee placed in a wage rate under the provisions of this Section may be held at such progressive wage step until his training and experience is commensurate with such wage step.

Further, it is not to be construed that an employee be paid at a higher rate of pay than the maximum established for the classification of work he is performing.

18.5. New and/or existing classifications and wage rates, with respect thereto, may be revised during the term of this Agreement. Any such revisions shall be by mutual agreement between the Company and Union.

18.6. Employees shall be allowed time off with pay to serve as jurors; however, any compensation, exclusive of mileage allowance, received while serving as a juror shall be deducted from an employee's regular pay.

18.7. The Company agrees to replace at no cost to the employee the basic hand tools and special tools that are damaged beyond use and/or repair, or worn out in service of the Company. This shall include Lineman's safety straps, climbing straps, and replaceable gaffs and work gloves.

The Company will reimburse up to ~~\$250~~^{\$100} for new or rebuilt safety-toed work boots or lineman boots once *every two years* ~~a year~~ for those employees in classifications where such equipment is required. *This increased reimbursement limit shall apply one year from the date an employee last purchased boots that were reimbursed under this Section.* Employees will be reimbursed upon submission of proof of expenditure.

18.8. The Company will provide to employees in the uniform program an adequate amount of work shirts for exchange over a two week period. Employees who are required to wear uniform apparel will be identified by the Company. All other required apparel will be provided at the company's discretion. The 'IBEW Local 1245' logo will be on the shirt.

Replacement of all clothing will be subject to normal wear /tear or loss. The Company will be responsible for cleaning and maintenance of all clothing. Issues related to style, color, ect. will be resolved by local management and Union representatives. Upon request from an employee, the Company will provide cotton uniform shirts. Employees effected by this Agreement shall be expected to wear appropriate approved clothing.

18.9. Pay days shall be every other Friday. When pay day falls on a holiday, pay day shall be the preceding day.

18.10. Employees hired, or who transfer into the Needles area, after May 1, 1982, shall be required to reside within the Needles District. Exceptions to this rule can be made with prior approval of management.

18.11. *Employee Discounts: The Company will provide employees with discounted telecommunications services and, if available, High Speed Internet of other services, in accord with its existing policies on providing employees with discounts on Company services, as those policies may be amended from time to time by the Company at its discretion. Notwithstanding the foregoing, the Company will continue to provide employees with a discount of not less than 50% (before taxes) of what customers pay for covered telecommunication packages. In addition, any employee on the payroll as of April 30, 2007 who is on the grandfathered 75% concession telephone benefit will continue to receive the grandfathered benefit; however, if such an employee chooses to elect the current discount program, the employee may not later elect to return to the grandfathered benefit.* ~~The Company will provide phone concession to employees in accordance with the Corporate Phone concession plan. However, the Corporate Phone Concession plan will provide employees a phone concession which is 75% of the cost of the benefits provided. The services noted in the phone concession plan will be the only products for which employees will receive concession service. All Concession will take effect as soon as administratively possible and in accordance with the terms of the California telephone tariff(s) and will be implemented in accordance with the procedures established by the Company.~~

ARTICLE XIX

CONCLUSION

19.1. This Agreement shall be binding upon the successors and assignees of the Company, and no provisions, terms of obligation herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sales, transfer, reorganization or assignment of the Company, or by any change in the legal status, ownership or management thereof.

ARTICLE XX

SEVERANCE PAY

20.1. Regular employees who are laid off due to lack of work shall be paid a termination allowance (pro-rated for part-time employees) determined as to amount by their Company seniority and basic weekly wage rate, at the time of leaving service, in accordance with the table below:

<u>Years of Service</u>	<u>Number of Weeks* of Severance Pay</u>
Less than 6 months	0
6 months but less than 2 years	1

2 years up to a maximum of 30 years = 1 week for each year of service, or a portion thereof.

*Based on the current wage rates in effect at the time of termination.

20.2. If an employee who has received a layoff allowance is reemployed and the number of weeks since the effective date of leaving is less than the number of weeks pay upon which the layoff allowance was based, exclusive of any payments in lieu of vacation, the amount paid to the employee for the excess number of weeks shall be considered as an advance to the employee by the Company and repayment of this amount shall be made at the time of reemployment or through payroll deduction of ten percent (10%) per week of the employee's basic weekly wage rate until the amount is fully paid.

20.3. If an employee, who has been laid off and given a layoff allowance, is subsequently reemployed and laid off, the layoff allowance in the case of the second layoff or of any subsequent layoff shall be based upon the employee's total service less any prior layoff allowance received and not refunded to the Company.

20.4. In order to be entitled to severance pay, the employee must work through the last date on which work is made available by the Company.

20.5. No severance pay shall be paid to an employee who is laid off as the result of any sale of the property if the employee is offered a comparable position by the purchaser or successor employer.

ARTICLE XXI

TEAM PERFORMANCE BONUS

21.1. *The Team Performance Bonus is designed to encourage and recognize teamwork and affords employees a means of participating in the growth and success of the Company resulting from improved productivity and operating competitiveness as well as providing the providing the potential for increased income for eligible employees.*

21.2 *The team performance bonus plan will include a variety of bonus components, as assigned by the Company along with relative weighting. The bonus components for 2007 are the following:*

1. *Take the Lead Program – revenue generated*

2. *Commitments Met – hit assigned targets:*

- i. *90% for trouble tickets*
- ii. *98% for service orders*

3. *Repeat Reports – hit assigned targets:*

- i. *<3% for installation*
- ii. *<8% for trouble tickets*

21.3 *The Company will establish the objectives for each component by January 31 of each year. The Company will communicate all objectives to the Union and employees.*

21.4 *All employees in the bargaining unit will be covered by the plan. The results will be measured and paid out to employees on a semi-annual basis based on their results (50% of the pool every 6 months).*

21.5 *The bonus will be prorated for new hires according to the number of full months a new hire was employed. If an employee leaves the payroll during the year preceding the year in which the bonus will be paid, the bonus will be prorated based on the number of full months worked that year.*

21.6 *The plan will begin in July 2007 and will continue in calendar year 2008, 2009, 2010, and 2011. The annual bonus pool will be 1% of the gross base wages for the bargaining unit employees. The payouts will be calculated based upon even weighting of the bonus components with each component ranging in value from 0 – 150%. For calendar year 2007, 2008, 2009, and 2010 the payout percentage will range from a minimum of 75% to a maximum of 125% of the available bonus pool. For calendar year 2011, the payout percentage will range from a minimum of 50% to a maximum of 150% of the available bonus pool.*

~~The plan is to encourage and recognize teamwork and affords employees a means of participating in the growth and success of the Company resulting from improved productivity and operating competitiveness as well as providing new sources of income for such employees. A team of employees, including the Manager of Human Resources, will be established by the parties no later than July 1, 2000, and charged with the responsibility of developing a methodology by which employees covered under the terms of this Agreement may qualify for a~~

~~merit/performance bonus payment(s). The plan shall continue to be based on measurable performance standards and shall include a goal of the EBITDA goals of Needles and/or Citizens Communications. This goal will be used to impact the bonus pool by up to plus or minus 20%.~~

~~The team shall determine the methodology no later than July 2004 each year thereafter for implementation in 2004, 2005, 2006 and 2007.~~

~~All employees covered under this Agreement shall be eligible for payments in accordance the plan established by the team. Said plan will establish eligibility criteria for payments based upon performance of eligible employees. Such payments, in accordance with the plan, shall be payable no later than June 2005 for the first 12 month plan and no later than June of 2006, and 2007 for the second, and third year of the plan.~~

~~The Company shall provide a bonus pool of 1% of the gross base wages in each plan year to be distributed in accordance with the plan.~~

IN WITNESS WHEREOF, the parties hereto affix their signatures, subject to the approval of the International President of the International Brotherhood of Electrical Workers, AFL-CIO.

CITIZENS COMMUNICATIONS
(NEEDLES DISTRICT)

LOCAL UNION NO. 1245
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO

By _____
~~Denise Ralph Baumbach Martinez, S-VP GM Western Region~~
~~Business Mngr Perry Zimmerman, Business Mngr~~

By _____
~~Tom Dalzell, IBEW 1245~~

Date: _____

====

Committee Members:

<i>Christy Boone</i>	<i>Ralph McKenzie</i>
<i>Bob Costagliola</i>	<i>Carmen Morley</i>
<i>Bob Dean</i>	<i>Lynne Petersen</i> Ed Dwyer
<i>Tony Frazier</i>	<i>Steve Silverman</i>
	<i>Patrick Waite</i> Dennis Seyfer
Christiana Boone	
Anthony Frazier	
Janice Baker	
Barbara Larson	
Stephen Pebley	

EXHIBIT "A"

NEEDLES JOB CLASSIFICATION & WAGE INCREASES

The following classifications are covered by this Agreement:

Communication Technician
Network Technician
Cable Splicer
CATV/Commercial Clerk

The parties may agree to inclusion of additional classifications and the duties/descriptions of all classifications shall be maintained by the parties. Should either party wish to amend or modify the duties/descriptions of any classification covered by this Agreement, it shall advise the other party of the recommended change(s). The Company shall make final determinations regarding such duties/descriptions. Should the either party believe that any changes made justify a new classification and/or a different rate of pay, the parties shall negotiate with respect to said issue(s). In the event the parties are unable to reach agreement on such issue(s), differences shall be resolved by submitting such matter to Article 11, Sections 11.2ff. Nothing herein will prohibit the Company from having an employee performing such duties as it deems appropriate pending a final determination of any difference between the parties. If there is a difference regarding rate of pay, any such agreement may be made retroactively to the date an employee commenced performing the duties that are finally determined to warrant a different rate of pay, as agreed by the parties or determined via the Article 11 procedure.

These job descriptions are intended to serve only as guidelines and do not restrict the duties which may be assigned an employee and which are expected of an employee.

Communications Technician, (Level 1)

Job Duty Elements of a Communications Technician (Level 1), should include:

1. Basic Installation & Repair - Responsible for installing and maintaining all network lines (analog, voice and simple leased lined circuits, CATV service).
2. Subscriber Carrier Maintenance - Responsible for provisioning service as well as testing/replacing electronic components under supervision of a Network Technician. Responsible for Digital AML installation/repair.
3. Basic Inspection - Based on visual inspection, responsible for ensuring network construction guidelines are met.
4. Basic Splicing - Responsible for splicing all standard copper cables and simple enclosures.
5. Cable Locators - Responsible for locating and working underground cable facilities.
6. Test Equipment - Responsible for using all appropriate test equipment in

order to perform above duties.

7. Responsible for all other duties as required within limits of employee capability.

NOTE: Employee required to perform a combination of tasks 1 through 6 the majority of his/her time on a regular basis.

Network Technician - (Level 2)

Job Duty Elements of a Network Technician (Level 2) should include:

1. Complex Installation & Repair - Responsible for installing and maintaining complex Key Systems, and PABX systems in accordance with product specific training.
2. Central Office - Responsible for maintaining Central Office Switching and Transmission Facilities.
3. Subscriber Carrier Systems - Responsible for trouble shooting carrier systems; perform field repairs and/or assist and direct Communications Technicians to perform same.
4. Data Services - Responsible for installation and repair of all Digital Data Services (DDS, Switched 56, and Hicap).
5. Test Equipment - Responsible for using all appropriate test equipment in order to perform above duties.
6. Responsible for all other duties as required - within limits of employee capability.

NOTE: Employee required to perform a combination of tasks 1 through 5 the majority of his/her time on a regular basis.

Customer Service Representative ~~ATV/Commercial Clerks Level 1 & II-~~

~~A new wage scale has been developed, as follows:~~

_____	Entry:	\$10.00
_____	12 months:	\$12.00
_____	24 months:	\$14.00
_____	36 months:	\$15.99

~~This wage scale shall remain without change for the period of the contract (no GWIs applied). All new hires ~~ed~~ for this ~~r~~ this job classification will be placed on the Level 1 wage schedule. The annual general wage increase will be paid in a lump sum to employees in the classification of Customer Service Representative Level I & II.~~

~~CATV/Commercial Clerks Level II~~

~~_____ All employees who currently occupy this job will be placed on Level II and will progress through the wage scale as it currently exists. The parties agree that no new employees will be placed in this wage classification. Employee's on this wage scale will receive the annual contractual GWI as a lump sum for the term of the Agreement. GWIs will not increase the wage scale.~~

~~GENERAL WAGE INCREASES~~

~~Effective May 1, 2004, 3% will be provided as a lump sum bonus based on the employees annual wage in effect as of May 1, 2004, no percentage will be added to the wage scale; each step in all wage schedules shall be increased by 2.75% effective May 1, 2005; each step in the wage schedules so derived will be increased, effective on May 2, 2006, by 2.75.~~

Exhibit "A"

	Effective 5/1/2007	Effective 5/1/2008	Effective 5/1/2009	Effective 5/1/2010
Cable Splicer				
Network Technician				
Start	18.16 \$16.78	18.62 \$17.24	19.08	19.56
12 months	19.40 \$17.93	19.82 \$18.42	20.39	20.90
24 months	20.72 \$19.14	21.23 \$19.67	21.76	22.31
36 months	22.13 \$20.45	22.68 \$21.04	23.25	23.83
48 months	23.67 \$21.87	24.26 \$22.47	24.87	25.49
60 months	25.31 \$23.39	25.94 \$24.03	26.59	27.25
72 months	27.14 \$25.08	27.82 \$25.77	28.52	29.23
Communications Technician				
Start	17.82 \$16.47	18.27 \$16.92	18.73	19.20
12 months	18.96 \$17.52	19.44 \$18.00	19.92	20.42
24 months	20.21 \$18.68	20.72 \$19.19	21.24	21.77
36 months	21.56 \$19.92	22.09 \$20.47	22.65	23.21
48 months	24.57 \$22.70	25.18 \$23.32	25.81	26.46
60 months	25.39 \$23.46	26.02 \$24.14	26.67	27.34
72 months	26.19 \$24.20	26.84 \$24.87	27.51	28.20
CATV/Commercial Clerk – Level I Customer Service Representative – Level I				
Start	10.00 \$10.00	10.00 \$10.00	10.00	10.00
12 months	12.00 \$12.00	12.00 \$12.00	12.00	12.00

24 months	14.00	\$14.00	14.00	\$14.00	14.00	14.00
			0			
36 months	15.99	\$15.99	15.99	\$15.99	15.99	15.99
			9			

**CATV/Commercial
Clerk/customer
Service
Representative -
Level II**

Start	15.00	\$15.00	15.00	\$15.00	15.00	15.00
			0			
12 months	15.99	\$15.99	15.99	\$15.99	15.99	15.99
			9			
24 months	16.97	\$16.97	16.97	\$16.97	16.97	16.97
			7			
36 months	18.02	\$18.02	18.02	\$18.02	18.02	18.02
			2			
48 months	18.76	\$18.76	18.76	\$18.76	18.76	18.76
			6			

Management Relief differential - Any employee assigned to replace (temporarily) a supervisor will be paid \$1.00 per hour for each hour so assigned.

EXHIBIT "B"

Clarification of "Board and Lodging"

1. Section 9.12. (Board and Lodging) The parties agree to schedule line crews to observe a 1/2 hour lunch period as provided in Section 9.1. language. However, in deleting the "noon day meal unless notice is given" clause in this section the parties also agree that there are circumstances that may occur on regular work day situations in which the Company shall provide employees with a lunch (at scheduled lunch time) at Company expense as follows:

- (a) When called out prior to the beginning of a regular work schedule, employees who are prevented from preparing lunch, due to the urgency of such call.
- (b) When dispatched on overnight out of town assignments.
- (c) When an employee who is assigned to work alone and part from a crew is prevented from observing their usual meal practice due to a temporary "out of town" crew assignment for the day.

EXHIBIT "C"

Supervisors Performing Bargaining Unit Work

Supervisors and other employees shall not perform work usually assigned to employees in the I.B.E.W., Local 1245 bargaining unit classifications except:

- (a) During emergencies wherein life, limb or risk of property damage is evident and no bargaining unit personnel are immediately available.
- (b) Training or instructing company personnel.
- (c) Testing and/or inspecting company equipment.
- (d) To maintain or restore service when no bargaining unit personnel are available at all due to situations beyond the Company's control.

NOTE: As discussed during the negotiating session, the above language is exactly the same as agreed to, effective 1/1/82, in Lassen. While not included above, it is expressly understood and agreed that "Accounts Receivable" is and will continue to be handled by the Company's District Supervisor in Needles.

EXHIBIT “D”

Memorandum of Understanding

EDUCATIONAL ASSISTANCE

The Company’s Educational Assistant Program, as amended, from time to time, is applicable to bargaining unit employees.

EXHIBIT “E”

Explanatory Statements

1. Vacation groups - Vacation groups will continue to be identified by grouping those who regularly perform the same work and/or fill in for one another.
2. New job title classifications - The new job descriptions for Network Technician and Communications Technician contain multiple duties and functions. The Company will expect individual employees so classified to perform only those duties and functions for which they are trained and equipped.
3. Standby groups - The make-up of standby groups will not change, notwithstanding the fact that certain employees are being reclassified.

EXHIBIT “F”

INCENTIVE COMPENSATION AND SALES ACTIVITIES

1. *The Company may implement sales or incentive, commission, prize or award plans and programs as it deems necessary to meet sales or other Company goals.*
2. *The Company and Union acknowledge that the selling of the Company’s products and services is vital to the Company’s success. Both parties expect all employees to participate in promoting the sale of the Company’s products and services; however, non-commissioned employees shall not be subject to sales quotas or associated disciplinary action.*

