CHURCHILL

COUNTY

COMMUNICATIONS

CONTRACT

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6/30/2014 - 6/30/2015

Collective Bargaining Agreement
CC Communications
and
Communication Workers of America, Local 9413
Fiscal years 2013~~3~~4-2014~~4~~5

ARTICLE NO. 1 - PREAMBLE:

This agreement is entered into between CC Communications, owned by Churchill County, hereinafter referred to as the "Company" and the Communications Workers of America (CWA) Local 9413, hereinafter referred to as the "Union".

It is the intent and purpose of this agreement to set forth herein the basic and full agreement between the parties concerning those conditions of employment listed as within the scope of mandatory bargaining in N.R.S. 288.

ARTICLE NO. 2 - RECOGNITION:

A. The Company recognizes the Union as the exclusive negotiating agent for employees in the following job classifications who have satisfactorily completed a probationary period:

Building Specialist	Installer/Repairer
Splicer	PBX Installer/Repairer
C.O. Technician	Plant Record Clerk
Combination Tech	Cellular Tech
Combination Tech PBX/DSL	CAD-GIS Tech
General Clerk	Customer Service/Sales Rep
Line Assigner	Toll Tech
Line/Ground Worker	Trouble Desk Clerk
Warehouseperson	

From time to time it may be necessary to add or subtract classifications from this list. Such changes can be made by mutual consent of the parties. As used in this Agreement, the terms "Employee" and "Employees" shall mean full-time regular employees of the Company who have satisfactorily completed a probationary period in the above-referenced job classifications.

B. All rights and privileges granted to the Union under the terms and provisions of this Agreement shall be for use of the Union subject to NRS Chapter 288.140, which states: The recognition of an employee organization for negotiations, pursuant to this chapter, does not preclude any local government employee who is *not* a member of that employee organization from acting for him/herself with respect to any condition of his/her employment, but any action taken on a request or in adjustment of a grievance shall be consistent with the terms of an applicable negotiated agreement, if any.

C. Excluded from the bargaining unit are probationary employees, seasonal employees, managers including administrative employees as defined by NRS 288.025, supervisory employees as defined by NRS 288.075, student workers and confidential employees as defined by NRS 288.170 (6).

ARTICLE NO. 3 - STRIKES:

The Union will not promote, sponsor or engage in any strike against the Company, slow

down, or interruption of operation, concentrated stoppage of work, absence from work upon any pretext or excuse such as illness, which in not founded in fact; or any other interruption of the operations of the Company, regardless of the reason for so doing, and will use its best efforts to induce all represented employees covered by this Agreement to comply with this pledge.

ARTICLE NO. 4 - SAFETY:

The Union will continue to participate on the Company Safety Committee by appointing its two (2) member representatives and attending all scheduled meetings. The Company pledges to continue to observe and apply all applicable safety laws, rules and regulations in efforts to protect employees during the performance of their duties.

ARTICLE NO. 5 - NON-DISCRIMINATION:

A. The Parties will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in or legitimate activity as required in this Agreement on behalf of the members of this negotiating unit, nor will the Company encourage membership in another employee organization.

B. The Company and the Union agree that employees eligible for membership in the Union shall be protected in the exercise of their rights freely and without fear of penalty and reprisal to form, join and participate in authorized and appropriate Union functions during non-working hours. The freedom of such employees to assist the Union shall be recognized as extending to participation in the leadership of the Union in the capacity as a Union Officer or Representative, including consultation with the appropriate management representatives, and presentation of its views to officials of the Company at the request of the Union and the convenience/availability of the appropriate Company official. The Company shall not interfere with, restrain or discriminate against any employee exercising his/her rights under this section.

C. The Union recognizes its responsibility as the exclusive negotiating agent and agrees to represent all employees in the negotiating unit without discrimination, interference, restraint, or coercion and consistent with the provisions of N.R.S. 288 and applicable case law.

ARTICLE NO. 6 - UNION DUES:

A. Employees of the Company may authorize payroll deductions for the purpose of paying Union dues. Upon written authorization to the Company from an employee, the Company agrees to deduct on a biweekly basis from the wages of said employee such delineated sums as s/he may specify for Union dues or such other purposes as the Company may hereafter approve. No authorizations shall be allowed for payment of initiation fees, assessments or fines. Each employee shall have the right to terminate such payroll deductions any time upon the employee's written request to the Company.

B. The Union will indemnify, defend, and hold the Company harmless against any claims made or any lawsuits instituted against the Company on account of any action taken or not taken by the Company in good faith under the provisions of this Article. The Union agrees to refund the Company any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

C. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member

in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.

ARTICLE NO 7- WORKING DAYS AND WEEKS:

A Employees covered by the Fair Labor Standards Act (FLSA), i.e. non-exempt employees, shall work a normal working day consisting of eight (8) consecutive hours, excluding a meal period unless an Alternate Work Schedule has been adopted, as provided in paragraph E.

B. Employees who are assigned to work a normal five day, forty-hour week shall work eight (8) hours per day for five (5) days within a calendar week unless an Alternate Work Schedule has been adopted, as provided in paragraph E.

C. Employees who work six (6) or more hours in a work day will be allowed an uninterrupted, unpaid meal period of thirty (30) minutes or longer at or about mid-point of their work day. Employees may not take their designated meal period at the beginning or at the end of their work day. Employees who wish to take their meal period at a time other than that for which they are normally scheduled must obtain the approval of their supervisor prior to taking such meal period.

Supervisors or managers will be responsible for ensuring that wherever and whenever possible, employees will be permitted at least a half-hour meal period uninterrupted by work-related duties. If an employee's meal period is interrupted by a work-related matter, the Company will pay the employee for all of the meal period. Supervisors/managers will attempt to schedule an employee's meal period close to the mid point of the employee's work period.

For every four hours of consecutive hours an employee works beyond his/her normal eight (8) hour work shift, the Company will reimburse the employee for a meal actually consumed in conformance with the schedule for meal reimbursement in Article 9, Reimbursement for Meals and Expenses.

D. Employees will be granted one fifteen (15) minute break or rest period during each work period of four (4) or more hours, i.e., one break in the morning and one break in the afternoon of a normal 8 hour work schedule. Rest periods may not be taken at the beginning or at the end of the work period nor accumulated beyond the day in which granted. Rest periods may not be scheduled or taken consecutively or in conjunction with meal periods.

Employees shall be entitled to a 15 minute rest period for every four hour period they are scheduled to work beyond their normally scheduled work period, such rest period to be taken at approximately the mid-point of the additional scheduled four hour period.

Supervisors/managers should schedule work in a manner which allows employees appropriate rest periods and meal periods while also ensuring maximum customer access to the services provided by the Company. At times, the Company may need to adjust rest and meal periods to meet the individual employee's needs, respond to changes in workload, meet its business needs or to respond to unforeseen or emergency situations.

E. Alternate Work Schedules may be adopted by individual supervisors, with the approval of the General Manager, as follows:

1. If the majority of employees for a Supervisor, with prior notification to the Union, propose an Alternate Work Schedule to their supervisor in writing and initiated by the employees in favor of the Alternate Work Schedule, the Supervisor will review the details of the proposal and, within thirty days, meet with the Union representative and the affected employees to discuss the issue. If the Supervisor finds the proposal acceptable, he/she shall submit it for approval by the General Manager. The General Manager shall retain final authority to approve or deny such a proposed change either on a temporary (trial) or regular basis.

2. At any time, the supervisor with the approval of the General Manager may withdraw his/her approval of the Alternative Work Schedule and may return to the standard work hours. The Company shall meet with the Union to discuss the reasons why the Company is returning the employees to the Alternative Work Schedule fourteen (14) calendar days prior to the implementation for the return to the standard work schedule.

3. An employee on an Alternate Work Schedule shall not receive any advantage in leave accrual or usage, as compared to an employee working under a normal work schedule. In the event of a conflict between this and another provision in this Agreement, this Section shall control.

4. Except in emergencies or where the operational requirements of the Company dictate otherwise, the Company will provide the Union and affected employees at least five (5) calendar day's written notice prior to implementing alternative work schedules or re-implementing regular work schedules.

5. Alternative work schedules are defined as a work week consisting of other than 5 working days with eight hours worked each day.

ARTICLE NO. 8 - BASIS OF COMPENSATION AND PAY RATES:

A. Salary Schedule: The pay rates set forth in Appendices A, B, and C shall be the gross compensation for full-time service in the several classes covered by this Agreement. No employee shall be paid at a rate above the maximum or below the minimum in the range to which his position is assigned.

1. Upon entering service, an employee shall receive compensation at the minimum salary range of the job classification for which s/he was hired; provided, however, when economic conditions, unusual employment conditions, or exceptional qualifications of a candidate for employment indicate that a higher rate would be in the best interests of the Company, the Company, with the approval of the General Manager, may authorize hiring at a rate above the minimum for the job classification for which the employee is being hired, but in all cases, the rate is not to exceed the maximum for the job classification.

2. When an employee is reclassified to a higher pay range he will be placed on the lowest step that provides an increase in salary. When an employee is reclassified to a position on a lower pay range s/he shall be placed on the same step in the new pay range s/he held prior to reclassification. In the event that the new range has fewer steps than the old range, s/he cannot receive a salary greater than the top of

the new pay range to which s/he is assigned.

3. The salary schedules set forth in the Appendix (appendices) apply to employees who at all times remain in an employed status with the Company. The Appendices are a compensation plan for each classification governed by this Agreement which provides for a range of compensation for each such classification and for annual increases through step 11 on an employee's anniversary date in each range based upon a combination of years of service and satisfactory or better job evaluations.

4. Employees covered by this agreement have previously been placed on the CHT wage scale within the employee's pay grade

    a. The CHT wage scale is based on a one year interval between merit steps.

    b. The CHT wage scale has been previously modified and now has 11 steps for each covered pay grade.

    c. The CHT wage scales for CHT 18 (applying to the CAD/GIS Tech job category), the CHT 25 steps 8 and 9 and the CHT 26, steps 1 through 9 have been revised upward to correct prior wage level discrepancies.

B. Pay Periods and Pay Days: Employees shall be paid within seven (7) calendar days after the end of a pay period. A pay period shall consist of two (2) calendar weeks.

C. Overtime Pay:
An employee shall be entitled to overtime pay for overtime work and **either** be paid for overtime work at the rate of 1 ½ times his/her regular rate of pay (with the exception of double time pay noted below) ***or***, with his supervisor's approval, may accrue compensatory time off at the same rate, PROVIDED that the employee has secured prior approval for overtime work from his/her immediate supervisor.
1.If properly authorized, any of the following shall be considered overtime work:
Any time actually worked:
a)that does <u>not</u> fall within a scheduled work day or work week
b)on a Holiday
c)on Sunday
d)when a change between regular shifts (day, evening or night) is made by Company and 48 hours advance notice is not given to the employee

1. All time spent traveling to seminars or schools, even though it may <u>not</u> fall within a scheduled work day, shall <u>not</u> be paid as overtime but shall be paid at the employee's straight time rate of pay.

2. A minimum of two hours of overtime shall be paid for either of the following conditions:

    a)when time is actually worked before the start of a scheduled work day that does <u>not</u> continue into the scheduled work day
    b)when an employee is instructed by a supervisor that his/her immediate services are required (in one hour or less and not within a scheduled work

day). Work time for this item starts at the time of notification and includes normal travel time from and to home. If the work initiated by this item continues for four hours or more, compensation ceases when employee is relieved from duty and no time allowance shall be made for returning home.

4. When an employee is scheduled or notified less than two (2) hours before the start of a scheduled shift, time paid for shall be the period from scheduled time or time of notification to start of shift.

5. All hours worked in excess of forty-nine (49) in a calendar week shall be paid at the rate of two (2) hours pay for each hour worked. However, if an employee is on an Alternate Work Schedule, then this Section shall only apply to hours worked in excess of ninety-eight (98) in a two-week pay period. Further, time spent traveling to schools and seminars will be counted towards calculating hours in excess of forty-nine (49) hours in a calendar week, or ninety-eight (98) hours in a two-week pay period for employees on an Alternative Work Schedule, but at no time will these hours be paid at more than straight time.

6. Employees shall not be required to work beyond their normal shift if they reasonably believe they are no longer competent to perform their job function, or beyond sixteen (16) consecutive hours, whichever occurs first. Any period of consecutive hours meeting the conditions cited in this paragraph will require a minimum of eight (8) hours rest between work performances. Declaring oneself to be not competent for work when physically fit may result in disciplinary action, for cause, including suspension, demotion or termination.

The Company will endeavor to distribute the opportunity to work time, which requires payment at premium or overtime rate as equitably as the needs of the service will permit. Such work opportunity occurring during an employee's absence from the job (vacation excepted) may or may not be considered by the Company in distributing subsequent work opportunity.

An employee may accrue no more than a maximum of five (5) compensatory days off at any one time. An employee shall be entitled to elect to receive compensation in cash in the event the compensatory time off cannot be taken within the pay period during which it accrues. An employee is required to give his/her supervisor five (5) days' notice of intent to use any compensatory days off and must have his/her supervisor's approval to use said time.

D. Holiday Pay:
A full-time "qualified" employee, as defined in Article 2 of this Agreement, not working on a holiday shall receive eight hours' pay plus the differential, if any, if s/he works all of his/her last scheduled shift preceding the holiday and works all of his/her first scheduled shift following the holiday, unless excused by supervision.

1. An employee is "qualified" for holiday payment when the holiday is observed on a day which is part of the employee's five (5) day work week.
2. An employee who is scheduled to work on the holiday but fails to report for work and is unexcused shall receive no payment for the holiday.
3. Holiday pay shall not be given for holidays which occur during a leave of absence.
4. Subject to the provisions of this Section D., an employee shall be paid eight (8)

hours holiday pay and one and one-half (1 ½) hours pay for each hour worked on authorized holidays.

5. In no case shall holiday payment and overtime or other premium payment be made for the same time period worked.

E. Standby Pay:

1. An employee is on standby status when s/he has been required by the Company, in its sole discretion, to be available for call out (back) during an employee's off-duty hours.

2. The employee shall receive thirty percent (30%) of his/her basic rate of pay for all hours spent on standby status (as defined by the Fair Labor Standards Act and DOL regulations at 29 CFR §785.17).

3. Standby compensation for employees normally receiving a pay differential pursuant to paragraph F. of Article 8 shall be computed including any such differential.

4. Should an employee on standby status be called to work, s/he shall be compensated at his normal overtime rate. In all references, both overtime and standby status pay will not be made for the same hours.

F. Shift Differential Pay:

Employees who work a regular shift any part of which falls after 7:00 p.m. or prior to 6:00 a.m. will receive a shift differential of 10% of the employee's straight time pay for such applicable shifts, except that when premium payments are paid for a temporary change of shift, the differential will not be paid; that is, in such cases, both the differential and the premium will not be paid. When only part of a normal week is involved, the differential will be prorated on the basis of one-fifth for each full shift worked.

1.Shift differentials which are paid under this Agreement shall be added to the basic rates of pay in computing vacation, overtime, holiday and Sunday payments, except that the differential shall not be added to computing the vacation pay of a regular day shift employee who, at the start of his/her vacation, had been working a shift for which differential is paid by who, upon return from vacation, is scheduled to work a day shift.

2.When an employee working an evening or night shift is transferred to the day shift for vacation relief, classroom training relief or classroom training assignment of one week or more but less than two weeks, s/he shall retain the differential. Such vacation relief shall be deemed to include any additional days which the day shift employee being relieved may take immediately preceding or following his vacation.

3.When an employee on day shift is transferred to an evening or night shift for vacation relief or classroom training assignment of one week or more but less than two weeks, s/he will receive the applicable shift differential. Such vacation relief shall be deemed to include any additional day which the evening or night shift employee being relieved may take immediately preceding or following his/her vacation.

G. A foreperson performs his/her normally assigned duties and, in addition, assists a supervisor in directing normally not less than four (4) employees. An employee designated and required to perform work in the above-described assignments shall be paid at the applicable differential rate set-forth in the Appendices.

An employee on any of the above assignments will receive wage progression increases

which s/he would have received on regular assignment.

Whenever an above-described assignment is discontinued, the employee affected will resume a position of the wage schedule not less than that s/he would have reached under the normal progression.

ARTICLE NO. 9 - REIMBURSEMENT OF MEALS AND EXPENSES:

A. Meals

1. CC Communications shall reimburse employees for the costs of meals in circumstances when employees are prevented from returning home for meals or in a situation covered by Article 7 ¶C.

2. The cost of meals shall be reimbursed as follows, in an amount not to exceed: (1) Breakfast, $8.00; (2) Lunch, $10.00; (3) Dinner, $20.00 (total of $38.00 for a full day in travel status) for meals actually consumed but not paid for by anyone else (or included in the price of the training or meeting) if the employee is in a travel status. CC Communications shall periodically review the amount of meal allowances and adjust such amounts as conditions warrant.

3. If the cost of meals purchased exceeds these allowances, employees may apply to their department manager for a variance on the allowances by submitting such request with the original receipts and an explanation for the expenditures. Employees who choose to use the actual receipt method of reimbursement must do so for the entire time in a travel status. A gratuity of up to fifteen percent (15%) is allowable if actually paid.

4. Except as provided in item 7. below, an employee shall be entitled to reimbursement for the cost of breakfast only if s/he is required to leave his/her normal work location prior to 6:00 a.m. and return to such location after 10:00 a.m.

5. Except as provided in item 7. below, an employee shall be entitled to reimbursement for the cost of lunch only if s/he is required to leave his/her normal work location prior to 10:00 a.m. and return to such location after 2:00 p.m.

6. Except as provided in item 7. below, an employee shall be entitled to reimbursement for the cost of dinner only if s/he is required to leave his/her normal work location prior to 4:00 p.m. and return to such location after 8:00 p.m.

7. Reimbursement shall not be allowed for any meal which is provided or made available to an employee as part of the cost of a meeting, class, lodging or other function, or paid for by a manager, supervisor, other employee, vendor, etc. whether or not the employee partakes of the provided meal.

B. Mileage

Transportation shall be by the most economical means, considering total cost, time spent in transit and the availability of company vehicles. CC Communications will attempt to make a company vehicle available to employees to use for official travel. If there are no CC Communications vehicles available and the employee must use a personal vehicle, s/he will be reimbursed for mileage at the current per mile rate established by the Internal Revenue Service. If there are company vehicles available and

the employee chooses to use his/her own vehicle for reasons of personal convenience, the allowance for travel will be one half the rate prescribed above for miles traveled. If there is more than one employee going to the same destination and they either use a company vehicle or choose to carpool with a private vehicle, yet one or more employees opt not to travel with the group, that employee will not receive reimbursement for any mileage unless the General Manager determines that the circumstances warrant reimbursement.

If an employee drives a personal vehicle when commercial air travel would be more efficient, the mileage reimbursement will be limited to the cost of airfare. Employees using a personal vehicle for official travel must have proof of current registration and insurance for that vehicle.

C. Lodging

Moderate cost lodging should be pre-arranged at a location near the meeting/training site. Reimbursement will be based on the cost of a single room if available. A receipt is required for reimbursement of lodging expenses incurred.

D. Other Expenses

Necessary business telephone calls, parking charges, and/or ground transportation will be reimbursed. When an employee is away from home on official business in excess of twenty four (24) hours, the Company will reimburse the employee for up to $5.00 in telephone calls to his/her home for every 24 hours the employee is in an official travel status.

E. Unallowable Expenses

1. CC Communications does not reimburse for fines and parking tickets, towing or impounding fees, traffic violations, alcoholic beverages, purely personal services such as dry cleaning or laundry, personal entertainment, valet services, tobacco, or any expenses unrelated to the business purpose of the travel as determined by the General Manager.

2. CC Communications discourages combining personal travel with business travel due to the potential for public perception of misuse of Company/public funds. Prior to initiating official travel, employees must clearly communicate to their supervisor/manager any proposed personal use of a Company, personal travel and/or vacation time to be taken in conjunction with official travel. An employee's family members may accompany the employee on official business, provided travel is not in a CC Communications vehicle. CC Communications will not pay any additional expenses incurred due to personal travel or travel of family members.

F. Claims

All claims with required receipts for travel expenses are to be approved and submitted to the Accounting Department for auditing within five (5) working days following the completion of the trip.

G. Falsification of Claims

Any employee who intentionally falsifies a claim for reimbursement of travel or expense funds may be subject to disciplinary action up to and including termination.

ARTICLE NO. 10 - LEAVES AND ABSENCES:

A. Holidays

1. The following holidays are recognized by CC Communications:

New Year's Day	January 1st
Martin Luther King's Birthday	Observed the Third Monday in January
President's Day	Observed the Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Nevada Day	Observed the Last Friday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25th

Any day declared a legal holiday by the President of the United States and/or the Governor of the State of Nevada will be observed in accordance with the presidential or gubernatorial proclamation. CC Communications may observe a holiday, which occurs on a Saturday or a Sunday, on the day before or after the holiday. When a holiday falls within an employee's approved vacation period, and the holiday is otherwise compensable, the employee will not be charged vacation leave.

2. Employees must either be on a paid leave status or work the entire working day before and the entire working day after the holiday in order to receive payment for that holiday.

3. In addition to the holiday's defined hereinabove, each employee is entitled to one "float" day (eight (8) hours) per calendar year. The float day shall be designated by the employee as to the date of his/her choice, subject to notification and approval by the employee's supervisor at least ten (10) calendar days in advance of the proposed date unless an emergency situation mandates otherwise. All employees who have completed their probationary period are eligible to use their float day. The float day may only be taken in whole day increments. If an employee does not use his/her float day, it may not be carried into the next calendar year.

In addition, any employee who has worked for the Company the preceding twelve months and has used sixteen (16) hours or less of sick leave in a fiscal year (July 1 to June 30) will receive an additional eight hours of annual leave.

B. Annual Leave

1. Eligibility:

Employees shall be entitled to accrue annual leave benefits at the rates depicted below from the start of employment for each full-time equivalency month of service. All full time regular employees who have completed six (6) months or more of continuous service are eligible to take annual leave:

Years of Service	Hours Accrued Per Month	Maximum Hours per Year	Maximum Hours Carryover

1 thru 5	8	96	176
6 thru 10	12	144	240
11 thru 15	14	168	240
16 thru 24	16	192	240
25 and over	18	216	240

2. Time when annual leave shall be taken; limited on accrual:

(a) When annual leave is taken shall be determined by the supervisor after considering the needs of the department, seniority and wishes of the employee. In the event a supervisor fails to respond within twenty-one (21) calendar days to an employee's written request to use annual leave, the affected employee shall request intervention by, and an answer from, the General Manager. Should the General Manager or his/her designee fail to provide a response within ten (10) days of receipt of a written request for intervention, such leave request shall be considered granted. Annual leave shall not be granted in excess of annual leave accrued.

(b) After the initial two months of full time employment with the Company, annual leave may be taken as accrued subject to approval by the employee's supervisor as described above. Unused annual leave not exceeding the above maximum amounts may be carried over into the employee's following anniversary year.

(c) Annual leave accrued in excess of the above-listed maximum yearly carry-over shall be forfeited unless a waiver is authorized by the General Manager. If a waiver is granted, the employee must use any held-over annual leave in excess of the maximum carry-over in the employee's following anniversary year.

(d) In order to prevent the possibility of having to forfeit annual leave earned, employees are expected to schedule their annual leave throughout the work year as appropriate and as approved by their supervisor.

(e) For employees who have used at least 50% of the annual leave that they have earned for any one year and who have accrued annual leave in excess of the maximum carry-over allowed, the Company shall, upon the employee's request, purchase from that employee up to 40 hours of excess annual leave at a rate of 50% of the dollar value of the leave if the employee requests such in writing at least one month before the end of the anniversary year.

3. Employees who have at least six (6) months' eligible service who (1) subsequently leave the employment of the Company in good standing after proper notice; (2) are laid off; or (3) retire, shall be paid for all accrued annual leave.

4. No employee shall be permitted to waive annual leave for the purpose of receiving double pay. When an employee is not working because of illness or injury and has exhausted his sick leave, the employee may, with the approval of his/her supervisor, be permitted to use annual leave.

C. Sick Leave:

1. Employees shall be entitled to accrue sick leave benefits from their initial date of hire with the Company at the rate of ten (10) hours for each full-time equivalency month of service. Sick leave shall be accumulated from year to year.

Sick leave shall not be granted in excess of sick leave accrued.

2. Sick leave with pay can only be granted in case of bona fide illness of the employee which renders him/her incapacitated to perform his/her assigned duties, a contagious illness, or an illness/injury of his/her immediate family defined as husband, wife, child, or other relative permanently residing in the employee's household. The employee's immediate family shall also include children not residing in the employee's household that are preschool age or students in elementary through full time college students with twelve (12) credits or more per semester. Sick leave may be used for all optical, medical and dental appointments or care. Verification from a doctor of the employee's illness or disability, or verification of the employee's fitness to return to work, may be required in order to charge the absence to sick leave. Employees understand that sick leave is not to be used as a convenient method to take time off.

3. In the event that an employee is aware in advance that sick leave benefits will be needed, it shall be the duty of the employee to notify the supervisor as far in advance as possible, in writing, of the anticipated time and duration of such sick leave, the reason for requesting such sick leave, and medical certification that the employee will be unable to perform his/her normal work function. Employees will be required to begin using sick leave on the date their doctor certifies that they are unable to perform their normal duties. An employee on sick leave is required to notify the supervisor, at the earliest possible time, of the anticipated date on which the employee will be able to resume his/her normal duties. Human Resources may require a certificate from a physician of the Company's choosing that an employee on sick leave is medically unable to perform his/his normal duties, and Human Resources may require such medical certification periodically until the employee returns to his/her assigned duties. The Company will require a certification from a health care provider who has treated the employee that s/he is able to return to work and perform his/her assigned duties.

4. In the event that an employee on sick leave fails to comply with the above paragraph, s/he may be deemed to have resigned his/her position with the Company and to have waived all employment rights. Sick leave benefits under this provision shall be paid to the employee on sick leave only for the actual work days missed due to medical inability to perform his/her normal duties.

5. Claiming sick leave when physically fit or when not otherwise eligible for sick leave within the provisions of this section may result in disciplinary action, for cause, including suspension, demotion or termination. In appropriate cases, if an employee fails to make a diligent effort to give advance notice when sick leave is needed, payroll deduction for the time taken may result.

6. Any acts of discipline associated with the alleged inappropriate use of employee sick leave are limited to the specific provisions of this Agreement. This Section is not intended to limit the Company's documentation of employees' sick leave usage.

7. Method of Compensation for Unused Sick Leave:

1. If any employee dies and was entitled to payment for accumulated vacation time or sick leave under the provisions of this Agreement, the heirs of

such deceased employee upon submission of satisfactory proof to the Company of their entitlement, shall be paid such amount.

2. When an employee dies or elects to retire under the State of Nevada Public Employees Retirement System (PERS) while employed with the Company, the employee or the employee's beneficiaries are entitled to payment, not exceeding the total sum of Seven thousand five hundred dollars ($7,500.00), for the employee's unused accrued sick leave according to the employee's number of years of service, as follows:

Years of Employment With the Company	Percent of Accrued Unused Sick Leave for Payment
Less than 10	35%
10 - 20	50%
Over 20	60%

3. Any employee who resigns in good standing after proper notice shall be entitled to payment, not exceeding the total sum of Three Thousand Dollars ($3,000.00), for unused sick leave according to the schedule in paragraph 2 above.

4. A retiring employee, as defined in paragraph (2) above, may at his/her option and with the concurrence of the department manager, receive equivalent time off with pay in lieu of the dollar pay out specified in paragraph 2 above. If an employee selects equivalent time off with pay, the employee will not accumulate sick leave, vacation or paid holiday credits during such time as the employee is using excused time off with pay. Retirement, insurance and other benefits will continue in the normal manner until excused time off with pay is exhausted.

5. Conversion of Sick Leave Into Retirement Service Credits.
An employee who is eligible for purchase of service credits under the Nevada Public Employee's Retirement System ("PERS") and applicable law, may at his/her option convert unused sick leave into service credit under PERS at the rate of one hour of service credit for one hour of sick leave, subject to the following conditions and limitations:

a Employees must have a cumulative total of at least 400 hours of unused sick leave to be eligible for conversion. Accrued sick leave hours of an employee in excess of 400 may be converted into retirement service credit.

b An employee's conversion of unused accrued sick leave into retirement service credits shall be in increments of at least eight hours, subject to a maximum of 280 hours.

c Employee's desiring to convert unused accrued sick leave into retirement service credit shall submit a written request, to the General Manager on or before December 1 of each year. If the employee meets all of the conditions set forth in PERS guidelines, then the Company shall deduct the designated amount of accrued sick leave from the employee's account and proceed to purchase

retirement service credit from PERS in an amount equal to the number of hours elected to be converted by the employee.

d Upon retirement under PERS while employed by the Company, an employee may elect in writing to convert their unused accrued sick leave into retirement service credits up to a maximum of 680 hours.

e The benefits granted under this Article may be used in combination with the benefits granted under Article 10.C 8 if applicable.

D. Family and Medical Leave (FMLA)

As a public employer, CC Communications is covered under the Family and Medical Leave Act (FMLA), and will comply with the requirements of the FMLA and advise the employees if they meet all the FMLA eligibility requirements. CC Communications must provide employees Form WHD-1420 (*reference: FMLA Form WHD-1420-Employee Rights and Responsibilities Under the Family and Medical Leave Act*) and are also required to post and keep posted this notice in a conspicuous place.

1. Eligibility

Employees who have been employed by CC Communications for at least one (1) year and worked for CC Communications at least 1,250 hours during the preceding twelve (12) month period and are employed at a work site where 50 or more employees work for CC Communications within 75 miles of that work site are eligible for family and medical leave. The required one (1) year of employment does not have to be consecutive. There may be a break in service as long as it does not exceed seven (7) years. There is an exception to the 7-year condition for National Guard and Reservists and written agreements. All employees meeting the above qualifications qualify for FMLA, regardless of their seasonal, temporary, etc., status.

2. Compensation During Leave

Family and medical leave will be unpaid leave unless the employee has accrued paid leave and is otherwise eligible to use the leave. If leave is requested for the employee's own serious health condition or for the serious health condition of the employee's spouse, child, or parent, the employee **must** use all of his/her accrued paid annual leave and/or sick leave as part of the FMLA leave. (However, see the applicable collective bargaining agreement for alternate provisions which *may* apply.) If leave is requested for any of the other reasons identified below, an employee **must** use all of his/her accrued paid annual leave as part of the FMLA leave. The remainder of the leave period will then consist of unpaid FMLA leave. Employees must be made aware that they are required to use sick, annual, compensatory time, and personal leave as appropriate, in the rights and responsibilities notice Form WH-1420 (*reference: FMLA Form WHD-1420-Employee Rights and Responsibilities Under the Family and Medical Leave Act*).

See § 6.11 of the Personnel Policies for provisions regarding FMLA as a result of a Workers' Compensation injury or illness.

3. Intermittent or Reduced Schedule Leave

When medically necessary (as distinguished from voluntary treatments and procedures), leave may be taken on an intermittent or reduced schedule basis. Leave for bonding with a newborn is not considered medically necessary and, therefore, may not be taken on a reduced schedule or intermittent basis unless agreed to by the Company. Employees needing intermittent leave or reduced schedule leave must attempt to schedule their leave so as not to disrupt CC Communications' operations. CC Communications may require an employee on intermittent leave to temporarily transfer to an available alternative position for which the employee is qualified if the position has equivalent pay and benefits and better accommodates the employee's intermittent or reduced schedule leave. Intermittent leave and reduced schedule leave reduces the twelve (12) week entitlement only by the actual time used. An employee who has been transferred under this section has reinstatement rights to his/her former position until the end of the 12-month FMLA leave year.

4. Duration of and Reasons for Leave

Any eligible employee, as defined above, may be granted a total of twelve (12) weeks of unpaid family and medical leave (which will run concurrent with paid leave) during a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave). A "week" is defined as a calendar week, regardless of the number of days the employee normally works. Twelve (12) calendar weeks does not entitle a part-time employee working three (3) days a week to sixty (60) leave days, but rather twelve (12) weeks. FMLA may be granted for the following reasons:

1. The birth of the employee's child and in order to care for the child;

2. The placement of a child with the employee for adoption or foster care;

3. To care for the employee's spouse, child, or parent who has a serious health condition; or

4. An employee's serious health condition that prevents the employee from performing the functions of his/her job. Serious health conditions may

include conditions resulting from job-related injuries and/or illnesses; or

5. Due to a qualifying exigency arising when an employee's spouse, son, daughter, or parent is a covered military member on active duty or has been notified of an impending call to federal active duty in support of a contingency operation, and the family member is a:

a. Reserve component member (Army National Guard, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, or Coast Guard Reserve);

b. Retired member of the regular armed forces;

c. Retired reserve with 20 years of active service; or

d. Unit or unassigned member of the ready reserve or the selected reserve and

certain members of the individual ready reserve, National Guard and state military.

Exigency leave may be taken for:

- Short-term notice deployment
- Military events and activities
- Childcare and school activities
- Financial and legal arrangements
- Counseling
- Rest and recuperation
- Post-deployment activities
- Additional activities arising out of active duty that CC Communications and employee agree upon.

Note: FMLA Exigency leave does ***not*** *apply to an employee who is called to active duty.*

A serious health condition is an illness, injury, impairment, or physical or mental condition of incapacity or treatment that involves:

- Inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility.

- Continuing treatment by (or under the supervision of) a health care provider for a period of incapacity of more than three (3) consecutive full calendar days, combined with at least two (2) visits to a health care provider within thirty (30) days of the first day of incapacity or one (1) visit to a health care provider requiring a regimen of continuing treatment, i.e., prescription medication.

Unpaid FMLA leave will run concurrently with paid vacation and/or sick, leave, unless otherwise prohibited by any relevant collective bargaining agreement. Unpaid FMLA leave may also run concurrently with workers' compensation leave or other benefits. The entitlement to family and medical leave for the birth or placement of a child for adoption or foster care **will** expire twelve (12) months from the date of the birth or placement. If both an employee and his/her spouse are employed by CC Communications, their combined time off may not exceed twelve (12) work weeks during any twelve (12) month period for the birth, adoption, or foster care, or care of a parent with a serious health condition. Each spouse is, however, eligible for the full twelve (12) weeks within a twelve (12) month period to care for a son, daughter, or spouse with a serious health condition.

Employees may not take more than a combined total of twelve (12) weeks for

all FMLA qualifying reasons listed above.

5. Military Caregiver Leave

An eligible employee, as defined in 6.4.1.1. above, may be granted a total of twenty-six (26) weeks of unpaid FMLA leave during a 12-month period to provide caregiver leave for an injured service member who is the employee's spouse, son, daughter, parent, or nearest blood relative. The service member must be a member of the armed forces who suffered an injury or illness while in the line of duty that render the person medically unfit to perform his/her duties. This period is measured forward from the date an employee takes FMLA leave to care for the service member and ends twelve (12) months after that date.

Employees cannot take more than a combined total of twenty-six (26) weeks for military caregiver leave or because of other FMLA qualifying reasons as provided for above. A husband and wife both working for the same employer are limited to a combined total of twenty-six (26) weeks of FMLA military caregiver leave.

6. Notice of Leave

An employee intending to take family or medical leave because of an expected birth or placement, or because of a planned medical treatment or medical care, or qualifying exigency must submit an application for such leave at least thirty (30) days before the leave is to begin. If a requested leave will begin in less than thirty (30) days, the employee must give notice to his/her immediate supervisor as soon as the necessity for the leave is known. Reasonable advance notice is required for all leaves, even if the event necessitating the leave is not foreseeable. If an employee gives less than thirty (30) days notice, CC Communications may require an explanation.

Within five (5) days (barring extenuating circumstances) of receiving notice that 1) an employee requests to use FMLA leave, or 2) an employee requests leave and CC Communications acquires knowledge that the leave may be FMLA-qualifying, the Company will complete Form WH-381 (*reference: FMLA Form WH-381-Notice of Eligibility and Rights and Responsibilities*). Completion of this form will designate if an employee is eligible for FMLA or if an employee is not eligible, the reason(s) why they are not eligible. The form will designate if the employee is required to obtain certification related to medical conditions and/or required family relationships. CC Communications may require the use of FMLA leave for any absence which would otherwise qualify as FMLA leave, even if no formal application for such leave was made by the employee, provided notice is given to the employee.

7. Certification of Leave

Employees requesting FMLA leave for qualifying exigency are required to complete Form WH-384 (*reference: FMLA Form WH-384-Certification of Qualifying Exigency for Military Family Leave*) and provide a copy of the

military member's active duty orders.

Employees requesting FMLA leave for military caregiver leave are required to complete Form WH-385 (*reference: Certification for Serious Injury or Illness of Covered Service member for Military Family Leave*) within fifteen (15) calendar days, barring extenuating circumstances.

A request for leave based on the serious health condition of the employee or the employee's spouse, child, or parent must be supported by completion of Form WH-380-E (*reference: FMLA Form WH-380-E-Certification of Health Care Provider for Employee's Serious Health Condition*) or Form WH-380-F (*reference: FMLA Form WH-380-F-Certification of Health Care Provider for Family Member's Serious Health Condition*) completed by the treating health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the medical facts regarding the condition.

If the employee is needed to care for a spouse, child, or parent, the certification must so state, along with an estimate of the amount of time the employee will need. If the employee has a serious health condition, the certification must state that the employee cannot perform all the functions of his/her job or any one of the essential functions of his/her job. (Note: CC Communications will attach the employee's current job description to Form 380-E (*reference: Certification of Health Care Provider for Employee's Serious Health Condition* when sending it to the employee's health care provider.) The Certification of Health Care Provider form must be completed and returned by the employee within fifteen (15) calendar days, barring extenuating circumstances.

CC Communications may contact the employee's health care provider for the purpose of clarification or authentication after giving the employee an opportunity to clarify specific discrepancies. Only another health care provider, human resource professional, or management official, other than the employee's direct supervisor, may contact the heath care provider.

If the Company questions the validity of the certification, the Company may require, at its expense, the employee obtain a second opinion from a health care provider designated by the Company. If the second opinion conflicts with the original opinion, CC Communications may require, at its expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by CC Communications and the employee. This third opinion will be considered final and binding on both parties.

In instances where diagnoses from medical providers appear to be indefinite or long-term, the Company may require the employee to re-certify that the original medical condition still exists. Such requests can be made no more frequently than once every six (6) months unless the circumstances reported in the original certification have changed significantly or the Company receives information casting doubt upon the stated reason for the absence.

In situations in which the minimum duration of leave anticipated by the original certification is more than thirty (30) days, CC Communications may request re-certification if the employee requests an extension of leave, the circumstances described by the original certification have changed significantly, or the Company receives information casting doubt upon the continuing validity of the certification.

CC Communications may require the employee to provide new medical certification, not re-certification, for his/her first FMLA-related absence in a new 12-month leave year.

Any employee on FMLA leave must notify CC Communications periodically of his/her status and intention to return to work. The Company has the authority to determine how often the employee must provide this notification.

An employee may not accept other employment during an FMLA absence if the job conflicts with the reason the employee is on FMLA leave; i.e., an employee is on FMLA leave due to a back injury and accepts a job requiring heavy lifting.

8. Designation Notice

Within five (5) business days (barring extenuating circumstances) of receipt of all required information, CC Communications will make a determination if employee's request for leave is for an FMLA-qualifying reason. The Company will complete Form WH-382 (*reference: FMLA Form WH-382-Designation Notice*) indicating if leave is approved or not.

If CC Communications cannot make a determination from the information provided, they will use this form to:

- Indicate the information presented is incomplete or insufficient and provide the employee seven (7) calendar days to provide complete information.
- Provide notice to an employee if a second or third medical certification is required.

CC Communications may also use this form to designate a fitness-for-duty certificate which will be required prior to returning to work.

9. Benefits Coverage During Leave

During a period of family or medical leave, an employee will be retained on the health plan of CC Communications under the same conditions that would apply if the employee were not on family or medical leave. To continue health coverage, the employee must continue to make any contributions that s/he would otherwise be required to make. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage.

If the employee fails to return to work after the expiration of the family or medical leave, the employee will be required to reimburse CC Communications for payment of health insurance premiums during the leave, unless the reason the employee cannot return is due to circumstances beyond the employee's control. The definition of "beyond the employee's control" includes a very large variety of situations such as: the employee being subject to layoff, continuation, recurrence, or the onset of an FMLA qualifying event, or the unexpected relocation of more than 75 miles from the worksite of CC Communications.

An employee is not entitled to the accrual of any seniority or employment benefits during any unpaid leave. An employee who takes family or medical leave will not lose any seniority or employment benefits that accrued before the date the leave began and will be entitled to any cost of living increase granted to all employees during the FMLA leave period.

10. Restoration to Employment

Upon returning to work, an employee on family or medical leave will be restored to his/her most recent position **or** to a position with equivalent pay, benefits, and other terms and conditions of employment. CC Communications cannot guarantee that an employee will be returned to his/her original job. CC Communications will determine whether a position is an "equivalent position."

11. Return from Leave

An employee must complete CC Communications' notice of intent to return from FMLA leave *(reference: Notice of Intent to Return from FMLA Leave)* before s/he will be returned to active status. If an employee wishes to return to work prior to the expiration of a family or medical leave absence, s/he must notify the supervisor at least five (5) working days prior to the employee's planned return. Employees will be required to provide a fitness-for-duty certification prior to returning to work if the family or medical leave of absence was due to the employee's own serious health condition.

12. Failure to Return from Leave

Failure of an employee to return to work upon the expiration of a family or medical leave absence will subject the employee to disciplinary action, up to and including termination, unless CC Communications has granted an extension. An employee who requests an extension of family or medical leave due to the continuation of a qualifying exigency, care for service member, continuation, recurrence, or onset of his/her own serious health condition, or of the serious health condition of the employee's spouse, child, or parent, must submit a request for an extension, in writing, to the employee's immediate supervisor. This written request should be made as soon as the employee realizes that s/he will not be able to return at the expiration of the leave period. Any additional time requested beyond the FMLA 12 or 26 week period will not be considered as FMLA. Rather, such time will be characterized as either paid or unpaid leave, thereby ending the CC Communications' return to duty obligations. Nothing in this policy limits CC Communications' obligations to provide reasonable

accommodation under the Americans with Disabilities Act as amended.

E. Leaves of Absence

1. In the event that an employee exhausts his/her accumulated sick leave and is not medically able to resume his/her normal duties, the Company may grant an unpaid leave of absence at its sole discretion if the employee requests in writing that the Company grant such unpaid leave and can show that s/he will be able to resume his/her normal duties within a reasonable period of time. Leaves of absence without pay not exceeding thirty (30) days may be granted by the General Manager of CC Communications.

   The governing Board of CC Communications may at their discretion approve leaves of absence without pay for up to six (6) months. Such approval will be for exceptional circumstances and conditions, such as education or prolonged illness, when the approval of such leave is consistent with the CC Communications' needs, when the work of the office or department will not be impeded by the employee's absence, and when the leave will not require the appropriation of additional funds for the operation of the employee's department.

   Such leave may be extended for an additional period of up to six (6) months at the sole discretion of CC Communications and with the approval of the governing Board. Employees desiring a leave of absence shall apply in writing to the Board of Commissioners. If the reason for the request for a leave of absence is not related to a medical condition of either the employee or a close family member, the employee must exhaust his/her accrued vacation (annual) leave but not his/her accrued sick leave. If the leave of absence is being requested for a medically related reason, the employee must first exhaust his/her accrued sick leave then use his/her accrued annual leave.

2. No leave will be approved by the Company to permit an employee to engage in other gainful occupation. After approval for a leave of absence, if it is found that the employee has accepted employment during the period of his leave of absence with another employer, or the employee has engaged in other gainful occupation of any kind, the employee's employment with the Company may be terminated.

3. All time granted to an employee as a leave of absence without pay pursuant to this section shall not count nor be considered as service time for the purpose of computing an employee's annual leave or sick leave entitlement or in computing any other Company-paid employee benefits such as retirement benefits.

4. An employee desiring a leave of absence shall first make an application in writing to the Company for such leave. Sick leave or annual leave does not have to be used prior to an employee's going on unpaid leave of absence.

F. Sick Leave and Workers' Compensation

Any employee who is receiving benefits under the provisions of N.R.S. 616 and 617 (Workers' Compensation), may at his/her option, take sufficient sick leave to make up for the difference between the worker's compensation payment and his/her regular wage. When the employee's sick leave is exhausted the employee will receive worker's compensation payments only.

G. Catastrophic Leave

1. Eligibility
   a. An employee is eligible for use of catastrophic leave if the employee is unable to perform the duties of his/her position because of a serious illness or accident which is life threatening or which will require a lengthy convalescence. Subject to the General Manager's discretion, as required under Section 10.C.2. Catastrophic Leave can be used for the lengthy convalescence or life threatening illness or accident of an immediate family member, as defined in Section 10.C.2
   b. "Lengthy convalescence" means a period of disability which the attending physician determines will exceed ten (10) weeks.
   c. "Life Threatening" means a condition which is diagnosed by a physician as creating a substantial risk of death.

2. Establishing Catastrophic Leave Accounts
   a. The Company will establish individual accounts for catastrophic leave for employees who have met the eligibility requirements set forth in this Section.
   b. An employee may request, in writing, that a specific number of hours of his/her accrued sick leave be transferred from his/her account to an individual's Catastrophic Leave Account.
   c. Employees not covered by this Agreement may donate sick leave time to a Catastrophic Leave Account established pursuant to this Agreement. Likewise, employees covered by this Agreement may donate sick leave time to any Catastrophic Leave Account for an employee not covered by this Agreement that is established under Company policy.
   d. An employee may not transfer to a Catastrophic Leave Account any hours of sick leave, if the balance of his/her account after the transfer is less than two hundred forty (240) hours. Pursuant to NRS 245.210(4), sick leave donated will be converted into money at the hourly rate of the donor and the money will be converted into sick leave at the hourly rate of the recipient.
   e. The maximum number of hours an employee may transfer to a Catastrophic Leave Account is forty (40). The minimum number of hours an employee may transfer to a Catastrophic Leave Account is eight (8) hours.
   f. Any hours of sick leave which were transferred from any employee's account to the Catastrophic Leave Account may not be returned or restored to that employee, except as is set for in Section 4.c, below.
   g. To the extent reasonably possible, the Company will maintain confidentiality concerning employee donations.

3. Request for Catastrophic Leave
   a. An employee, who is himself/herself affected by a catastrophe as defined in Section 1, may request, in writing to Human Resources, that a Catastrophic Leave Account be established for his/her use. The written request should specify an estimate of the amount of catastrophic leave hours the employee anticipates using, considering that the employee is not eligible to use catastrophic leave hours until after he/she has used all of his/her accrued annual, sick and other paid leave. Medical verification supporting the request shall be provided to Human Resources. The maximum number of hours that may be transferred to an employee and be used is 240 per catastrophe.
   b. Any Catastrophic Leave hours used by an employee shall be considered used in the same manner as sick leave, with the exception that any unused leave donated must be returned, as set forth below to the donor.
   c. An employee who receives leave from the account for catastrophic leave is entitled to payment for the leave at a rate no greater than his/her own rate of pay.

4. Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used
   a. The General Manager or his/her designee shall review the status of the catastrophe of the employee and determine when the catastrophe no longer exists. This determination is final and not subject to the Grievance procedure set forth in Article 14.
   b. The General Manager or his/her designee shall not grant any hours of leave from the Catastrophic Leave Account after:
      i) The catastrophe ceases to exist; or
      ii) The employee who is receiving the leave resigns or his/her employment with the Company is terminated.
   c. Any leave which is received from a Catastrophic Leave Account which was not used at the time the catastrophe ceases to exist or upon the resignation or termination of the employment of the employee must be returned, to the employees who donated the sick leave time on a pro rata basis, based upon the number of hours donated by each employee.

H. Military Leave

The Company is committed to comply with the provisions of the Uniform Services Employment & Reemployment Rights Act (USERRA) as well as any and all provisions of the NRS relating to military leave. Employees shall be entitled to military leave, as now or hereafter authorized by law, to participate in National Guard or other military training or when called to active duty (deployed). Except as provided for in the law, there shall be no loss of seniority, sick leave or annual leave rights during such leave. An employee shall receive his/her regular pay, not to exceed fifteen (15) working days per year, while on such leave. Where required by the nature of an employee's military obligation, leaves without pay in excess of fifteen (15) working days may be granted for military service in time of war, national or state emergency, as proclaimed by the proper federal or state authorities, with reinstatement to be made at the expiration of such required period of leave as now or hereafter authorized by law.

I. Other Leaves

1. Voting Time

When an employee's assigned regular tour of duty is such that s/he cannot, in the opinion of management, reach his/her designated polling place during voting hours of any federal, state, county or municipal election, s/he may be excused from his/her job by his/her immediate supervisor without the loss of pay for a period not to exceed one (1) hour, to enable him/her to vote in any such election. Employees are expected when possible to vote before or after their work shift.

2. Personal Business

No personal business will be conducted on company time.

3. Vacation Pay Rule

Pay for vacation will be at the employee's straight time rate of pay.

4. Bereavement Leave

In cases of death of an employee's immediate family member, requiring his/her attendance, the employee shall be granted five (5) days administrative leave off with full pay, if warranted and approved by the supervisor. "Immediate family" for the purpose of this section shall be limited to spouse, child, parent, grandchild, brother, sister, or grandparent of the employee or the employee's spouse

J. Leave of Absence for Negotiations

Any three (3) members of the Union's negotiations committee shall be granted, in aggregate, up to one-hundred (100) hours of leave from duty with full pay for meetings and/or hearings between the County and the Union for the purpose of negotiating the terms of this Agreement when such meetings and/or hearings are held pursuant to NRS 288, and providing that no more than one (1) committee member on behalf of the Union is from the same operating department of the Company. Negotiating leave from duty shall not exceed the following guidelines and shall be compensated as indicated:

a. The first seventy-five (75) aggregate hours of negotiations during normal working hours shall be paid one-half by the Company and one-half by the Union.

b. The next twenty-five (25) aggregate hours of negotiations during normal working hours shall be paid fully by the Union.

c. Negotiating Leave shall not be considered hours worked for the purpose of computing contractual or FLSA overtime compensation.

ARTICLE NO. 11 - REDUCTION IN FORCE:

Whenever, after determination by the Company that a reduction in force is necessary, due to lack of work or lack of funds, employees are to be laid off in the following order:

A. Normal attrition resulting from employees retiring or resigning will be relied upon to the extent possible.

B. Volunteers will be considered next. In the event the employee does volunteer, he shall be accorded all rights to reinstatement provided to laid-off employees by the

Company.

C. All temporary employees of the department shall be laid off before any remaining employees.

D. Part-time employees shall be the next to be laid off.

E. Initial employment probationary employees shall follow part-time employees.

F. Regular employees in the reverse order of their Company seniority shall be reduced in the classification that is being reduced in force. If a tie exists between regular employees, the order of layoff shall be determined with the regular employee with the lowest last four (4) digits of the regular employees social security number being reduced first.

G. All regular employees who are affected by the reduction in force shall have the right to elect a reduction in classification to an equal or lower paid classification which the regular employee currently holds or held if such classification is under the same or different Supervisory classification supervising the classification affected by the reduction in force and the regular employee possesses more Company seniority in that classification than the regular employee sought to be bumped. However, a regular employee shall not have bumping rights, if the Company reasonably determines that the regular employee is no longer qualified to fill the classification, due to changes in duties of that classification since the employee last filled that classification.

H. An employee's appointment shall not be terminated before the employee has been made a reasonable offer of reassignment, if such offer is immediately possible in the determination of the Company.

I. If the work becomes available within twelve months of the original layoff, a laid-off employee will be noticed of recall to the job from which s/he was laid off, in the reverse order of layoff. Laid-off employees shall be notified by certified mail at their last known address when they are recalled. A recalled employee must respond within ten (10) calendar days of receipt by certified mail or in person that they are accepting the offer of re-employment and shall forfeit all rehire rights and privileges. In the event the notice of delivery is not returned within ten (10) days of mailing, the Company may proceed to fill the position. A recalled employee shall have all benefit levels restored at the rate(s) earned at the time of layoff.

J. For purposes of this Agreement, "classification" shall be defined as each titled position set forth in Article 2.

K. Severance

If a layoff is implemented, the Company recognizes that employees who are no longer employed as a result may need of some type of remuneration to assist them in the period following the end of their employment.

Severance payments will only be utilized as a result of a lay-off and not as a result of voluntary resignation or for involuntary termination based on performance or behavioral deficiencies, i.e. termination for cause. Any part-time regular employee will receive severance pay on a pro-rated basis according to their scheduled hours.

Employees who have been laid-off and are eligible for severance payments will be paid biweekly on the employer's regularly scheduled pay-day. Severance pay is calculated on base pay only. Accrued but unused vacation and sick leave will be paid out to the employee as of the effective date of the lay-off according to the terms of the CBA and/or the Company policies. Vacation and sick leave will stop accruing as of the effective date of termination (lay-off).

Severance payments are based on full time consecutive period of employment with CC Communications based on the following:

Two full years or less of service	3 weeks of salary
Three full years through five years of service	4 weeks of salary plus 1 additional week for every year over three
Six full years through nine years of service	7 weeks of salary plus 1 additional Week for every year over 6
Ten full years through 19 years of service	12 weeks of salary plus 1 additional week for every year over 10
20 or more full years of service	24 weeks of salary plus 1 additional week for every year over 20 years not to exceed 29 weeks

Severance payments and benefits will cease to be paid if the former employee is employed, reemployed, hired as or by an independent contractor, or as a consultant by any state agency or subdivision of the state during the period s/he is receiving severance payments.

For an employee who meets the PERS service time and/or age requirements for full retirement at the time the lay-off notice is issued, the Company will, at the employee's request, purchase service credit for the employee at an amount equal to 75% of the value of the total severance package for which the employee is eligible.

ARTICLE NO. 12 - GROUP HEALTH, ACCIDENT and LIFE INSURANCE:

All employees are eligible for participation in the Company's group health, accident and life insurance plans. After the initial waiting period prescribed by the plans, an employee may elect to enroll in the Company sponsored plans. The Company shall pay the employee's monthly premium rate for coverage by the group health, dental, vision and life insurance plans including any increases in premium through June 30, 2013.

ARTICLE NO. 13 - RETIREMENT CONTRIBUTIONS:

The Company will pay into the Public Employees Retirement System for each employee covered by this Agreement a sum equal to the amount required by PERS under Nevada Revised Statute 286.421 of the employee's salary.

ARTICLE NO. 14 - GRIEVANCE PROCEDURE:

A. Purpose: The purpose of the following grievance procedure shall be to settle, at the lowest possible administrative level, disputes concerning an alleged violation, misinterpretation, inequitable application or misapplication of a specific provision of this Agreement.

B. Confidentiality: The proceedings and actions taken as a result of the initiation and processing of a grievance pursuant to this Article shall be kept as confidential as may be appropriate at any level of the procedure.

C. Definitions:

1. A "grievance" is a complaint by an employee or the Union on behalf of an employee/s based upon an alleged violation, misinterpretation, inequitable application or misapplication of a specific provision of this agreement.

2. A "grievant" is an employee or the Union asserting a grievance.

3. A "working day" shall be defined as a normal Monday through Friday work day, holidays excluded.

D. Procedure:

1. Step 1- Informal The grievant must within ten (10) working days from the day the grievant knew, or should have known, of the act or condition on which a grievance is based, notify the grievant's immediate supervisor in writing that the grievant is filing an informal grievance and state the specific nature of the issue being grieved. Such written notification shall serve as notice to the grievant's immediate supervisor that the grievant wishes to meet with the supervisor to discuss the matter informally and shall include a proposed date and time to meet with the supervisor.

   If the grievant does not present the grievance within the ten (10) working days as provided above, the grievant shall be deemed to have waived the grievant's right to grieve the matter. If within ten (10) working days of the supervisor receiving the informal grievance, s/he has not scheduled an informal meeting with the grievant, the grievant may proceed to the next step of the grievance procedure. If the grievant and the supervisor mutually agree to waive the meeting, the grievant may proceed to the next step of the grievance procedure.

2. The grievant has a right to have a Union representative present at any and all meetings held in connection with the grievance. At the informal stage the grievant must be present at the meeting with his/her supervisor since the grievant has indicated by filing an informal grievance the grievant's wish to meet with the supervisor. At any other grievance meetings held with the supervisor or other management official, the grievant will also be present unless the grievant has filed a written waiver with the supervisor or other management official at least two working days prior to the scheduled meeting.

3. Formal Step 1. If, within ten (10) working days after the meeting is held between the supervisor and the employee, the grievant is not satisfied with the resolution of the issue through the informal process, the grievant may submit the claim as a formal grievance in writing to the grievant's department manager. Within fifteen (15) working days the department manager shall render a decision and the reasons therefore in writing to the grievant, with a copy to the personnel representative.

4. Formal Step 2 - If the formal grievance is not settled at Step 1, the grievant may submit the formal grievance in writing to the General Manager and must do so within ten (10) working days after receipt of the department manager's written decision. If the department manager failed to provide a written decision to the grievant within the time allotted, the grievant may submit the formal grievance to the General Manager and must do so within ten (10) working days of the date said decision was due.

   Within fifteen (15) working days after receiving the written formal grievance, the General Manager shall meet with the grievant for the purpose of resolving the grievance. Within fifteen (15) working days of the meeting, the General Manager shall render his/her decision and the reasons for the decision in writing to the grievant, with a copy to the supervisor and the personnel representative.

5. Formal Step 3 - If the formal grievance is not settled at Step 2, the grievance may be submitted to arbitration and must be submitted within ten (10) working days of receipt of the written decision of the General Manager or the date the decision was due, whichever occurs first, upon written notice to the Company. Within fifteen (15) working days of receipt of the list, the arbitrator shall be selected from a list of seven (7) names supplied by the American Arbitration Union or the Federal Mediation and Conciliation Service, which decision shall be made by the Company and the Union collaboratively. In selecting the arbitrator, each party shall alternate in removing one name from the list until only one name remains. A coin toss shall decide which party shall strike first.

6. Arbitration: The arbitrator so selected shall promptly set a hearing to consider the grievance.

   The initial costs of the services of the arbitrator shall be shared equally by the parties if the Federal Mediation Conciliation Service is used. If the American Arbitration Association is used the costs of the services of the arbitrator shall be equally split by the parties. Each party agrees to bear its own costs, fees and expenses in the preparation, presentation and participation in the case before the arbitrator.

   The arbitrator's decision, which shall be final and binding on the parties, shall be

rendered within thirty (30) days after the record is closed by the arbitrator.

The arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any of the provisions of this Agreement.

In the event that an arbitrator's award would cost the Company an amount in excess of $25,000 for any one specific grievance or $50,000.00 in the aggregate (more than one grievance) during the term of the Agreement, the Churchill County Commissioners shall have the final authority in the resolution of the grievance and the arbitrator's decision shall be advisory only as to any award of monetary damages. At the meeting of the Churchill County Commissioners acting as the Board for CC Communications scheduled subsequent to the arbitrator's decision and in conformance with the NRS, the decision and entire record of the arbitrator shall be presented to the Churchill County Commissioners for consideration, and both parties shall have an opportunity to present their position before the Churchill County Commissioners take final action on the grievance.

E. Informal Presentation of Issues: Nothing contained herein shall preclude an employee, with or without representation, from bringing a problem not covered herein, through the chain of command to the General Manager, on an informal basis, nor will it preclude any grievance pending prior to the adoption of this procedure.

F. Miscellaneous:

1. An Employee may be represented at any level of the grievance procedure by a Union representative. Upon effecting a waiver releasing the Union from all responsibility and liability, an employee, may be represented at any level of the grievance procedure by a person of his/her own choosing.
2. A grievance may be withdrawn without prejudice at any step by the aggrieved party.
3. Any and all time limitations as set forth in this Article may be modified by written agreement of both parties.
4. An arbitrator award that involves retroactivity shall not be made retroactive more than ten (10) working days prior to the date of filing of the grievance upon which the award is made.
5. A record of decisions shall be maintained by the Company and each decision shall be a precedent for future interpretation of Articles of this Agreement.
6. No retaliatory actions of any kind shall be taken by either party or participant against any other party, participant or representative in the grievance procedure based on such participation.
7. Any person responsible for conducting a meeting or hearing under this formal grievance procedure shall provide reasonable and timely notice to the parties.
8. The Union and the Company official holding the grievance meeting or hearing shall be responsible for notifying the participant/s they intend to have present at the meeting/hearing of the time and place of the meeting.
9. The Company will make a room available for holding any grievance meeting/hearing.
10. The Union shall have the authority to prosecute, settle and/or withdraw the arbitration at any level. The Union shall have the authority in deciding, at its

discretion, the manner in which the grievance is prosecuted, settled, withdrawn including any requested remedies, at any level.

11. The grievant and one (1) employee Union Representative shall be released to attend any grievance meeting held during working hours without loss of pay.

ARTICLE NO. 15 - DISCHARGE & DISCIPLINARY PROCEDURES:

A. No employee, as defined in Article 2, shall be issued a written warning, suspended without pay, involuntarily demoted, laid off, or dismissed for disciplinary reasons without just cause and for the good of the public service.

B. An employee may request that a Union representative be present at any investigatory interview where it is reasonable to expect that disciplinary action may result and the Company will grant such request. It is the employee's responsibility to arrange for the presence of the Union representative at such interview and to ensure the Union representative appears in a timely manner. The Company is not required to delay a scheduled interview with an employee because the Union representative does not show up. The role of the Union representative at such interviews is primarily that of an observer and not an active participant. The Union representative may ask clarifying questions at such meetings.

C. At least ten (10) working days prior to the imposition of any disciplinary action, which triggers due process rights of an employee, i.e., suspension without pay, involuntary demotion, termination, etc. the Company shall provide the employee with notice of the proposed disciplinary action, which notice shall include the following:

1. Detailed statement of the factual and legal basis for the proposed action;

2. Copies of all statutes, ordinances, rules and/or regulations alleged to have been violated;

3. Copies of all documentary evidence used to support the proposed disciplinary action.

4. A statement advising the employee of his/her right to file a written response or to submit a written request for a pre-disciplinary conference with the Company official authorized to actually impose the discipline within five (5) work days of receipt of the notice of proposed disciplinary action at which time the employee shall present any evidence in defense or mitigation of the charge/s. The employee may be represented at this meeting by a Union representative.

5. A statement that the employee's failure to file a written response or request a pre-disciplinary conference in a timely manner, or to appear at the pre-disciplinary conference after requesting such will constitute a forfeiture of the employee's right to a pre-disciplinary/termination hearing. The employee may still file a grievance pursuant to Article 14.

D. No later than five (5) work days from receipt of the employee's written response or conclusion of the pre-disciplinary conference, the Company official authorized to actually impose the discipline will issue a written decision to the affected employee. The written

decision will inform the employee that:

1. The proposed disciplinary action will be implemented; or
2. The proposed disciplinary action will be modified, with an explanation; or
3. The proposed disciplinary action is rescinded, with an explanation.

E. Once an employee has been issued a disciplinary action as specified above other than involuntary demotion or termination, the record of the disciplinary action (suspension of 5 days or less or written warnings) with any attached documentation supporting the action shall be reviewed after three (3) years (18 months for written warnings) and removed from the employee's official personnel file provided there have been no other similar incidents for which disciplinary action was imposed by the Company. It there are similar incidents for which disciplinary action was imposed within three (3) years of a suspension of 5 days or less, the record of suspension and supporting documentation is not removed from the employee's personnel file. If there are similar incidents for which disciplinary action was imposed within 18 months for a written warning, the written warning will not be removed until another 18 months have elapsed without similar incidents for which disciplinary action was imposed.

F. The procedure specified in Subsection (C) need not be followed before dismissing or suspending an employee if the circumstances give the General Manager, in his/her opinion, reason to believe that the retention of an employee on active duty poses a threat to life, limb or property or may be seriously detrimental to the interest of the Company.

G. If in the opinion of the General Manager, the circumstances set forth in Subsection F, are present, the General Manager may temporarily assign the employee to duties in which those circumstances do not exist or, if the temporary assignment is not feasible:

1. Immediately place the employee on suspension with pay until the procedures set forth in Subsection B have been followed; or

2. Immediately dismiss or suspend the employee without pay. In this case, the General Manager shall attempt to inform the employee before the action is taken of the charges against him/her and provide the employee with an opportunity to rebut the charges. The procedure set forth in Subsection C must be followed as soon as practicable after the immediate suspension or dismissal.

3. When a regular employee other than a probationary employee is terminated, the Company will pay the terminated employee for all annual leave accrued through the date the termination is effective.

H. After imposition of any such discipline involving the requirements of due process, the employee may elect to grieve the matter commencing at Step 3 of the grievance procedure

ARTICLE NO. 16 – CONFLICTING AGREEMENTS:

This Agreement supercedes all personnel rules heretofore in effect by the Company relating to those subjects addressed by the provisions of the Agreement to the extent such rules are in conflict with the terms of this Agreement. This Agreement does not preclude the Company from formulating new or additional rules and guidelines which are not in conflict with the terms of this Agreement or the provision of the Nevada Revised Statutes.

It is the Company's intention that rules, policies, procedures, and directives are to be interpreted and applied uniformly to all employees in this bargaining unit under similar circumstances. This in no way precludes the individual departments from promulgating their own rules and procedures providing that such rules and/or procedures are not in conflict with the terms of this Agreement.

ARTICLE NO. 17 - AMENDMENTS & DURATION of AGREEMENT:

A. This Agreement shall take effect July 1, 2013~~3~~4 and shall continue in force until June 30, 2014~~5~~5.

B. Amendments: If either the Union or the Company desires to modify or change this Agreement during its term, it shall serve written notice on the other party setting forth the nature of the modifications or changes. Failure of the other party to provide written comments or an answer to the proposed modifications within thirty (30) days of the required written notice shall be deemed an approval of the proposal. Any amendment, whether a proposed amendment or an alternative to a proposed amendment, that may be mutually agreed upon shall become part of the Agreement, effective on the agreed date.

C. The Company agrees to furnish sufficient copies of this Agreement to the Union for distribution by the Union of each employee who is or becomes a member of the bargaining unit.

ARTICLE NO. 18 - MANAGEMENT RIGHTS:

Based on the provisions of the Nevada Revised Statutes (specifically NRS 288.150 paragraphs 3 through 6), the Company and the Union agree that those subject matters which are reserved to the Company without negotiation include:

1. The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline;

2. The right to reduce in force or layoff any employee because of lack of work, or lack of money, subject to mutual negotiation as to procedures for reduction in force;

3. The right to determine

    a. Appropriate staffing levels and work performance standards, except for safety considerations;

    b. The content of the workday, including without limitation workload factors, except for safety considerations;

    c. The quality and quantity of services to be offered to the public; and

    d. The means and methods of offering those services.

4. Safety of the public;

5. To take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as but not limited to natural disaster, civil disorder and military action;

6. The right and responsibility to manage the Company operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

CC Communications shall discuss subject matters outside the scope of mandatory bargaining but it is not required to negotiate these manners.

ARTICLE NO. 19 – UNIFORMS:

The Company will furnish uniforms, consisting of shirts, pants and caps to Installation/Repairpersons, PBX Installer/Repairers, Line/Ground Workers, Toll Technicians, Combination Technicians, Cellular Technicians, Mechanics, Building Specialists, Warehousepersons and Splicers at no cost to the employee.

The Company will pay the cost of cleaning uniforms and other specialized work clothes. Company provided uniforms must be worn on the job for employees assigned to the job classifications specified and may be worn from an employee's residence to and from work.

Uniforms are optional for employees assigned to job classifications other than those specified above.

Employees in these classifications are required to wear Company provided shirts as a condition of employment (wearing Company provided pants and caps is optional.) It is the responsibility of the employee's supervisor to ensure that uniforms and pants are clean and in good repair. Employees who choose to wear a hat must wear a Company provided cap/hat. This article does not prevent an employee from wearing other non-logo hats with prior approval of the employee's manager. The Company will make available "polar" neck ties for any employee working outside.

ARTICLE NO. 20 - TELEPHONE CONCESSION:

A. Scope and Eligibility

Upon completion of their probationary period, all regular full-time employees will be eligible for a concession (discount) on services offered by the Company as delineated in the Schedule of Employee and Retiree Discounts. The company will not grant employees a concession on end user access charges. To be eligible for the concession, an employee's name must be listed as the responsible party on the account. Employees are limited to one directory listing. Two or more employees who reside at the same address will not be able to combine their discounts for any service to which they subscribe.

Employees may choose to have a payroll deduction made for the payment of their bill. If not enough funds are withheld from an employee's paycheck, the employee will be responsible for the payment of the balance of the charges incurred.

B. Delinquent Payments

After being delinquent in paying their bill three times within a twelve (12) month period or having a balance due on the 60 day past due report, employees will lose their concession benefit. Such concession will not be reinstated for one year from the last occurrence of delinquency, defined as an unpaid balance forward between billing

statements.

C. Death, Termination or Retirement
The concession will automatically terminate upon the death or termination or the employee's employment with CC Communications. An employee who retires from CC Communications will be eligible only for the telephone concession (discount) covered by tariff.

D. Telephone Purchase Discount
CC Communications will allow regular full time employees who have completed their probationary period to purchase telephones and related equipment at a 25% discount from the retail rate for telephone products sold by the Company. This discount does not apply to already discounted items, promotional sales or special orders nor is it available to retirees. Employees may only use the Company discount for equipment purchase for their personal use or for the use of their immediate family residing in their household.

ARTICLE NO. 21 - -EDUCATIONAL ASSISTANCE:

A. Purpose
In an effort to provide an opportunity for employees to enhance their knowledge and skills and thus to augment their contributions to the Company's ability to provide quality service to its customers, CC Communications will provide educational assistance to employees who meet certain criteria.

B. Source of Funds
Each fiscal year during the budget approval process, CC Communications will allocate a designated sum to be used for educational assistance for full-time regular employees. Once these funds are exhausted each year, no more educational assistance will be awarded until the beginning of the next fiscal year.

C. Eligible Employees
Educational assistance funds will only be available to regular full time employees who have been with the Company for at least one year and who have been in their present position for at least one year.

D. Use of Funds
1. Work Related Classes
CC Communications will pay for courses at accredited educational institutions including technical schools that are directly related to an employee's *current* job duties. Payment by the Company can be used only for tuition and registration fees. Payment will be on a reimbursement basis. After the employee has successfully completed the class, s/he will submit proof of payment and verification of successful completion of the class in order to receive reimbursement from the Company.

2. Non Work-Related Classes
CC Communications will reimburse employees for non work-related courses that are required to obtain a degree if the following conditions are met:
   a. The employee must provide documentation that s/he has completed at least half of the educational curriculum needed to obtain a degree.
   b. The employee must show that his/her accumulated grade point average is

at least at a C or equivalent level for undergraduate studies or at least at a B or equivalent level for graduate studies.

c. The employee must provide documentation that s/he is not in financial arrears with the educational institution, nor on academic probation or suspension and has successfully completed the class in order to receive reimbursement from the company.

d. Reimbursement will be for tuition only. (Books and related fees will not be reimbursed by the Company.)

E. Approval Procedure

Each employee must secure written approval for educational assistance from his/her immediate supervisor with concurrence from his/her manager and final approval from the General Manager that funds are available. The Human Resources Manager's concurrence is also required to ensure compliance with these policies. Processing of payments will be done by the Accounting Department. If an employee's request is turned down due to lack of available funds, that employee may resubmit his/her request no later than two months after the initial disapproval.

F. Annual Award Limitation

To prevent the requirement that CC Communications issue a 1099 (in compliance with IRS regulations), no employee shall receive more that $5200 in educational assistance in any calendar year.

ARTICLE NO. 22 - CIVIC DUTY & EAP LEAVE:

A. Court Leave

1. When Court Leave is Granted

Court leave will be granted to allow employees to serve as jurors upon presentation of an official notice of jury duty. Court leave shall also be granted to employees called as a material or expert witness in a court proceeding wherein they are called by the Company, Churchill County or another public entity within the state of Nevada whenever served with summons, subpoenas, or other court orders. Employees shall provide their supervisors with relevant documents verifying the need for court leave as soon as the need becomes known. Employees involved in a personal court or judicial proceeding must request annual leave to appear in such proceedings.

2. Compensation for Court Leave

Subject to the following conditions, regular employees on approved court leave shall receive their regular rate of pay for those hours spent in court and in round trip travel between their regular work site and the court location.

a. The employee's regular rate of pay shall be limited to compensation for court and travel time which occurs during the employee's regularly scheduled hours of work. Court leave will not result in payment of overtime or be considered as hours worked for purposes of determining eligibility for overtime, unless the court leave is related to the employee's job responsibilities.

b. Upon completion of jury/court/witness service for which the employee received his/her regular pay, the employee will immediately forward any compensation received from the court or other party to CC Communications upon receipt. Reimbursements received for out-of-pocket expenses such as meals, mileage, and lodging may be kept by employees, unless the Company has reimbursed the employee for such expenses or such expenses were paid by CC Communications.

leave is related to the employee's job responsibilities.

b. Upon completion of jury/court/witness service for which the employee received his/her regular pay, the employee will immediately forward any compensation received from the court or other party to CC Communications upon receipt. Reimbursements received for out-of-pocket expenses such as meals, mileage, and lodging may be kept by employees, unless the Company has reimbursed the employee for such expenses or such expenses were paid by CC Communications.

c. An employee shall not receive pay for the work time missed if s/he is required to miss work because of court appearances in a matter to which the employee is a party or to serve as a witness for a party who has filed an action against CC Communications or Churchill County. However, the employee may choose to use his/her annual leave.

B. Employee Assistance Leave

To encourage employees to utilize the employee assistance program, the Company will grant administrative leave for the first two visits and accompanying travel time to the EAP provider. Any subsequent visits up to the maximum provided by the Company should be charged to an employee's leave balance. However, it is expected that regular full time employees who make an appointment with the Employee Assistance Program (EAP) provider make every effort, unless it is an emergency situation, to schedule visits so as to allow for minimal use of work time. Employees should inform their supervisor that they are going to the EAP provider but need not disclose the reason for such visit.

IN WITNESS WHEREOF, the Company and Union have caused these presents to be duly executed by their authorized representatives this ~~twentieth~~____ (~~20~~__) day of ~~November~~June, 201~~3~~4.

CC Communications

By: _____
Mark Feest, General Manager

Attest:

_____

Communication Workers of America, Local 9413

By: _____

Attest:

_____

Effective FFPP following
07/01/201~~3~~4
Wage Scale 201~~3~~4-201~~4~~5 ~~1% PERS Decrease~~

Step	CHT 6	CHT 17	CHT 18	CHT 25	CHT 26
1	12.32	12.67	13.66	13.98	14.36
2	13.42	13.89	14.61	15.18	15.60
3	14.52	15.28	15.73	16.50	16.95
4	15.89	16.84	17.30	17.87	18.38
5	17.23	18.49	18.99	19.36	19.89
6	18.79	20.33	20.74	20.93	21.51
7	20.38	22.35	22.57	22.76	23.40
8	22.19	24.60	24.86	25.11	25.37
9	24.13	27.03	27.29	27.45	27.50
10	25.01	28.00	28.29	29.02	29.87
11	26.47	29.79	30.09	31.51	32.53

CHT 6	General Clerk
	Plant Record Clerk
	Trouble Desk Clerk
CHT 17	Customer Services/Sales Rep.
CHT 18	CAD/GIS Technician
CHT 25	Line Assigner
	Line/Ground Worker
	Installer/Repairer
	Warehouseperson
CHT 26	Building Specialist
	Splicer
	C.O. Technician
	Combination Technician
	Combination Technician PBX/DSL
	PBX Installer/Repairer
	Toll Technician
	Cellular Technician