



2015 COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**FRONTIER COMMUNICATIONS OF
MINNESOTA, INC.**

AND

**COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO
(CWA LOCAL 7270)**

EFFECTIVE JUNE 1, 2015 through MAY 31, 2018

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DECLARATION OF AGREEMENT

This Agreement made and entered into this 1st day of June, 2015, by and between Frontier Communications of Minnesota, Inc., its successors or assigns (hereinafter called "the Company") and the Communications Workers of America (hereinafter called "the Union").

ARTICLE 1 RECOGNITION

1.01 The Company recognizes the Union as the exclusive collective bargaining representative in matters with respect to wages, hours, and working conditions for all of its Operations' and Call Center employees who are included in the Bargaining Unit;

- a. Insofar as the LeCenter Area is concerned as, and to the extent certified by the National Labor Relations Board on January 7, 1957, in Case No. 18-RC-3066;
- b. Insofar as the Metro Area is concerned, from and after April 16, 1967;
- c. Insofar as the Canby Area is concerned, from and after July 18, 1967;
- d. Insofar as the Slayton Area is concerned, from and after March 31, 1971;
- e. Insofar as the Fairmont Area is concerned, from and after March 1, 1957; and
- f. Insofar as the Worthington Area is concerned, and to the extent certified by the National Labor Relations Board on March 25, 1976, in Case No. 18-RD-10794,

but excluding management personnel, confidential secretaries, engineers, foremen, and all other supervisory and professional employees and guards as defined by the National Labor Relations Act as amended.

1.02 This Agreement shall apply to all employees who occupy the job classifications listed in the Exhibit A Wage Schedules and who work in the exchanges in Minnesota listed below. Certain Agreement Articles or provisions are designated as applying only to employees in Operations ("Operations Only"), or only to employees in the Call Center ("Call Center Only"). Employees in the job classifications appearing in Exhibit B are considered to be "Operations" employees, and those appearing in Exhibit C are considered to be "Call Center" employees. Articles or provisions not so designated apply to all employees covered by this Agreement.

LE CENTER DISTRICT

Arlington, MN
Belle Plaine, MN
Elysian, MN
Green Isle, MN
Henderson, MN
Janesville, MN

Jordan, MN
Kilkenny, MN
LeCenter, MN
Montgomery, MN
Waterville, MN

SOUTH METRO DISTRICT

Apple Valley, MN
Farmington, MN
Lakeville, MN

South Burnsville, MN
Rosemount, MN

SOUTHWEST DISTRICT***

Canby, MN
Dawson, MN
Ivanhoe, MN

Madison, MN
Porter, MN
St. Leo, MN

Avoca, MN
Balaton, MN
Chandler, MN
Currie, MN
Edgerton, MN

Iona, MN
Lake Wilson, MN
Leota, MN
Slayton, MN

Adrian, MN
Ellsworth, MN
Lakefield, MN

Okabena, MN
Worthington, MN
Bigelow, MN

SOUTHEAST DISTRICT

Ceylon, MN
East Chain, MN
Fairmont, MN
Lewisville, MN
Northrop, MN

Sherburn, MN
Trimont, MN
Truman, MN
Welcome, MN

*** For the purpose of determining "Traveling Time and Expenses" as outlined in Article 11, all employees who were assigned to Worthington, Slayton or Canby as of June 1, 2003 are "grandfathered" to those locations.

- 1.03 Occupational classifications in addition to those now included under this Agreement, or changes in classifications, may be effected at any time in accord with Article 38 (Establishing New Job Classifications).
- 1.04 The provisions of this Agreement shall not, except as to wage rates, working hours, holidays and Union membership, apply to any employee who has not completed a full-time probationary period with the Company, **as defined in Article 6, Section 6.02.**

1.05 Agency Shop: Within thirty (30) days after ratification or within thirty (30) days after employment, each employee shall, as a condition of his/her employment, pay or tender to the Union, an amount equal to the periodic Union dues applicable to members until the termination of this agreement. For the purpose of this Article, "employee" shall mean any person entering into the bargaining unit. The condition of employment specified in this Article shall not apply during periods of formal separation* from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth (30th) day following his/her return to the bargaining unit.

* The term "formal separation" includes transfers out of the bargaining unit, removal from payroll of the Company, and leaves of absence of more than one (1) month in duration.

1.06 The Company shall inform employees and applicants for employment of their rights and obligations under the provisions of this Article.

1.07 The Company agrees that, upon receipt of an individual's written authorization card, in a form approved by the Company and signed by the employee covered by this Agreement, it will deduct monthly from such employee's wages the amount of Union dues specified in such authorization and forward the amount to the Secretary-Treasurer of the Union or his/her authorized agent. All such authorizations shall be submitted on and shall be subject to all conditions contained in the Union Dues Deduction Authorization Card designated in Section 1.08 of this Article.

In general, dues deductions will be made in a designated pay period in the current month for properly executed dues deduction authorizations received by the Director-Payroll at least five (5) work days (excluding Saturday and Sunday) prior to the end of the payroll period from which deductions will be taken. No deduction shall be made, however, in any week if the employee's net earnings, after deducting Social Security taxes, withholding taxes, and any other sums customarily deducted, are insufficient to cover the full amount of such deductions; however, the proper deduction shall be made from the next weekly pay check which is sufficient to cover the full amount thereof, but deferment of the deduction shall not be made for a period of longer than two (2) weeks, at which time the particular deduction shall become null and void, and the Company shall not be responsible therefore to the Union. In such event, the Union shall be notified of the facts of the particular case.

The Union agrees to indemnify and save the Company harmless from any and all manner of claims, demands, suits, actions, or other forms of liability which may arise against it on account of the deduction of Union dues hereunder and the paying over of the same to the Union in accordance with the provisions hereof.

The furnishing of employee information and dues deduction information for employees represented by the Union is governed by such rules of procedure as are agreed upon from time to time by the Union and the Company.

An employee's authorization shall be automatically suspended when an employee is: (1) removed from the payroll of the Company, (2) transferred out of the bargaining unit or (3) on a leave of absence in excess of thirty (30) calendar days duration or longer. The authorization shall be reinstated automatically when the employee returns to the bargaining unit.

Authorizations for dues deductions shall be "open-ended" to provide for the deduction of dues in an amount that is certified to the Company in writing by the Secretary-Treasurer of the Union as being the regular monthly membership dues duly established.

1.08

DUES DEDUCTION AUTHORIZATION CARD

Soc. Sec. No	Print Your Name (Last, First, Middle)		
Work Location Address	City	State	Room No.

AUTHORIZATION OF DEDUCTION FROM SALARY
EQUIVALENT OF UNION DUES - CWA

I hereby authorize _____ to deduct each month from my salary or wages, sickness or accident disability payments, or vacation payments, except half pay disability payments, the amount equal to regular monthly Union dues as certified to the Company by the Secretary-Treasurer of the Communications Workers of America. This authorization is voluntarily made and is neither conditioned on my present or future membership of the Union, nor is it to be considered as a quid pro quo for membership. Each amount so deducted shall be remitted by the Company to the Secretary-Treasurer of the Communications Workers of America or their duly authorized agent. If for any reason the Company fails to make a deduction, I authorize the Company to make such deduction in a subsequent payroll period. This authorization shall continue in effect until cancelled by written notice signed by me, and individually sent by certified or registered mail to the Company and to the Union, postmarked during the ten (10) calendar day period prior to each anniversary date of the current or any subsequent Collective Bargaining Agreement, or during the ten (10) calendar day period prior to the termination date of the current or any subsequent Collective Bargaining Agreement.

Effective _____ Organization _____ Local No. _____

Union membership dues and agency fees are not deductible as charitable contributions for Federal Income tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

Employee Signature (in ink) Date Office Tel. No. Company

ARTICLE 2
TERM OF AGREEMENT - AMENDMENTS - TERMINATION

- 2.01 This Agreement shall become effective on the 1st day of June, 2015, and it shall continue in effect through May 31, 2018, and thereafter unless either party serves written notice to the other of its desire to terminate the Agreement, in which case the termination shall become effective as provided in such notice but not earlier than sixty (60) days after the date of delivery of such notice.
- 2.02 The wage rates to be paid under the terms of this Agreement shall be those appearing in Exhibit "A" attached hereto and made a part hereof, and shall be effective as indicated in said Exhibit or whenever and to whatever extent permitted by statute or governmental regulation having the effect of statute. In no event, however, will these wage rates be made effective prior to the dates indicated in said Exhibit, nor will they exceed the wage rates provided for by Exhibit "A".
- 2.03 Any provisions of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto. Such Amendments shall be reduced to writing, state the effective date of the Amendment, and be executed in the same manner as is this Agreement.

ARTICLE 3
COOPERATION

- 3.01 The Company and the Union agree that:
- a. They will, at all times, cooperate in an effort to promote harmony and efficiency among the Company's employees, to have an open-minded, progressive approach to transforming the business to meet and beat the serious competitive challenges they face, and to serve customers in the spirit of cooperation.
 - b. No coercion, intimidation, or discrimination of employees because of Union membership or non-membership will be permitted.
- 3.02 Joint Operations and Call Center Quarterly Employee/Management Meetings:
- The Company and the Union will establish an Employee/Management Committee to discuss items of mutual or self-interest. As part of these joint meetings, Health and Welfare, and other benefits may be discussed and the Company will make available the appropriate personnel to answer employee questions and discuss current trends and initiatives. The Committee will make every reasonable effort to meet as requested by either party, but will not meet more often than once per calendar quarter. The Union may be represented by its officers and the Committee may include up to one employee per District. Employee members of the Committee will rotate every quarter and those from areas outside of the South Metro District will join telephonically. Employees will be paid for any time during their normal scheduled working hours reasonably spent traveling to and attending such meetings. The agenda will be set by mutual agreement between the Union and the Company.

- 3.03 The Company will, when furnished a written individual payroll deduction authorization form executed by an employee covered by the terms of this Agreement, deduct from the wages of such employee, the amount of monthly Union dues or dues equivalence (not including initiation fees or any other fees or charges) to be paid to the Union provided that:
- a. All such payroll deduction authorizations shall: (1) be made on forms approved by the Company; (2) be dated.
 - b. All such payroll deductions shall be made from checks issued to cover the first payroll period of each month.
 - c. The total sum of Union dues or dues equivalence so deducted shall be forwarded by the Company to the Secretary-Treasurer of the Union as soon after the deductions have been made as in the ordinary course of carrying on the business of the Company is possible, accompanied by a statement showing the Local Union Number 7270 and indicating which employee's dues are being remitted and the amount thereof per employee;
 - d. The Company assumes no responsibility in connection with the Union dues or dues equivalence deducted, except of forwarding monies so deducted to the Union's Secretary-Treasurer as indicated under c. above;
 - e. The Union will keep the Company informed, at all times, by letter as to who the Secretary-Treasurer of the Union is and of their official address.
 - f. The Company will, if furnished a written individual payroll deduction authorization form, voluntarily executed by an employee covered under the terms of this Agreement, deduct from the wages of such employee in the amount so indicated on the form, which then will be paid to the Union for the purpose of funding the CWA COPE Program.
- * Union to provide the form.
- 3.04 In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, national origin, sex, age, handicap, sexual orientation, marital status, or status as a special disabled veteran of the Vietnam Era, including creed, disability, and citizenship.
- 3.05 The use of the masculine or feminine gender or any titles, that connote gender in this Agreement, shall be construed as including both genders and not as sex limitations unless the Agreement clearly requires a different construction.
- 3.06 The management of the Business and the direction of the working force remain with the Company; however, the Company agrees that such rights will not be exercised in conflict with this Agreement.

ARTICLE 4
NO STRIKE - NO LOCKOUT

- 4.01 The Union agrees that it will not call, encourage, authorize, ratify or engage in any strike, slowdown, sympathy strike, or other interference with or interruption of work, for any reason, during the term of this Agreement or any renewal term hereof. The Company agrees not to lock out employees during the term of this Agreement.
- 4.02 Should any strike, slowdown or work stoppage occur in violation of Section 4.01 the Union shall act promptly to terminate such action and bring about an immediate return to normal operations.

ARTICLE 5
METHOD OF NEGOTIATION

- 5.01 The Company and the Union, through a properly authorized representative of the Company and a properly authorized representative of the Union, shall furnish and keep each other informed of the names and addresses of personnel authorized to represent them in bargaining proceedings associated with this Agreement.
- 5.02 Meetings between authorized representatives of the Union and the Company will be held at any time upon reasonable notice by either party to the other.
- 5.03 The Company will pay not to exceed four (4) regular employees who are designated representatives of the Local Union, at their regular basic hourly wage rates, including applicable differentials, for such time as they spend in attendance at collective bargaining conferences between the Company and the Union, within their regularly scheduled working hours.

ARTICLE 6
**PART-TIME, PROBATIONARY, REGULAR AND
TEMPORARY EMPLOYEES DEFINED; NEW HIRES; RECLASSIFICATIONS**

- 6.01 "Part-time employees" are regular employees who normally work less than forty (40) hours per calendar week, but who may be assigned to work full time in the temporary absences of other employees. "Flexible Part-Time employees" are Part-time employees hired with the expectation that their schedules will be flexible and permit them from time to time to work hours beyond their normally scheduled shift or nonscheduled hours, particularly in circumstances where full-time employees are working high amounts of overtime. Part-time employees will be eligible for **the Health and Welfare Benefits in Article 26, schedule 26.01 (A), to the extent required by law.** Part-time employees will **also** be eligible for **pro-rated PTO and to participate in the Frontier Communications 401(k) Plan.** No other Company provided benefits will apply.

- 6.02 “Probationary employees” are those employees who are employed with the understanding that they will become regular employees, provided that during the nine (9) month probationary period they show that they have the requisite ability and qualifications. The time limit may be extended up to three (3) months by mutual written agreement.

For job classifications covered by the Wage Schedules in Exhibit A, wage step progression increases will be granted according to those Schedules. For employees covered by the Call Center Pay for Performance Compensation Plan (Article 39, Section 39.14), employees will be moved to the post-probationary rate when removed from probationary status, or when they have completed nine (9) months of service (even if the Company and the Union have agreed to extend their probationary period **beyond nine (9) months**). Nothing in this Article shall prohibit the Company from moving employees currently on probation, to the post-probationary rate, based on overall performance, subject to notification to the Union.

- 6.03 “Regular employees” are those who have successfully completed their respective probationary periods, **as defined in Article 6, Section 6.02**. The date of employment of regular employees who have satisfactorily completed a probationary period of employment shall be the last date upon which the employee entered the Company’s full time employment (whether as a probationary or temporary employee).

- 6.04 “Temporary employees” are employees hired by the Company to work during a period when additional work of any nature requires temporarily augmented forces, or in the event of an emergency, or to relieve regular employees because of illness, or to work during vacation periods and whose employment normally will not continue for more than six (6) months, provided that:

- a. The period for which a temporary employee may be employed can, by mutual agreement between the parties hereto, be extended to cover the full period of the temporary employment.
- b. Temporary employees who are reclassified or rehired as regular employees in the same classification they held as a temporary employee shall have the time spent in that temporary classification counted for purposes of satisfying the probationary period described in Section 6.02 of this Article.

- 6.05 Whenever an employee is hired, the Company agrees to within fifteen (15) days thereafter, inform the Local Union, in writing, who the employee is; on what date the employee was employed; what job title the employee is to be assigned; whether the employee has been given any wage service credit; what the employee's starting wage rate is to be, and whether the employee has been employed as a regular, temporary, part-time or probationary employee.

- 6.06 If a temporary employee is to be reclassified or reassigned as a regular employee then the Company agrees to, within fifteen (15) days following such reclassification or reassignment inform the Local Union in writing, who the employee is, on what date the employee was reclassified or reassigned, what the employee's job title is to be, whether the employee has been given any wage service credit, and what the employee's starting rate on the retained basis is to be.

ARTICLE 7

WORKING HOURS, SUNDAY TIME AND OVERTIME (OPERATIONS ONLY)

7.01 Workdays and Workweeks:

- a. The normal workweek for a full-time employee shall consist of forty (40) hours per week, eight (8) hours per day and five (5) days per week. The Company shall make a good faith effort to provide employees with two (2) consecutive days off during the workweek, unless business need necessitate otherwise. Business needs include service emergencies, weather, employees out on Short Term Disability or other conditions of a temporary nature. Such decisions shall not be arbitrary. The Company shall make a good faith effort to utilize non-consecutive scheduling no more than one (1) week per month per employee, except in the case of the Service Assurance Representatives who may be assigned to a workweek with non-consecutive days off as needed.
- b. The workweek shall run from Sunday through Saturday, inclusive. The normal five (5) day workweek shall be Monday to Friday, however, nothing shall prohibit the Company from scheduling alternative work weeks. If requested by the employee, lunch hours may be waived at the discretion of the Company.

7.02 Work Shifts:

Normal shifts shall be scheduled between 7:00 a.m. and 9:00 p.m.

7.03 Work Assignment:

- a. With respect to assigning work, the controlling principle under this Agreement is that the Company may assign work in a manner that allows it to maximize its operational efficiency, to provide the best possible customer service at a highly competitive cost, and to consistently outperform its competitors in every facet of the business. The provisions of this Agreement shall be construed and administered to promote this principle and these objectives.
- b. Work assignments will be assigned by the Company to the employee(s) it determines to be most qualified and available to perform such work. The Company will first ask for volunteers among the group it considers most qualified to perform the assignment. Such assignments will be rotated among qualified volunteers whenever possible. **When an employee is assigned outside of his/her primary job function a majority of his/her work time for**

six (6) continuous months, and other employees wish to volunteer for the work assignment, the Union can request a joint meeting with Human Resources to assess the possible rotation of the work assignment.

- c. Employees may be loaned to a reporting location outside their District. The Company will make such work assignments based on qualifications. However, when these assignments involve an overnight stay, the Company will first seek volunteers from such qualified employees prior to assigning the least senior of the qualified employee(s).

7.04 Work Schedule Posting, Changes, Selection, Temporary Shift Change:

- a. The Company will post weekly or monthly work schedules. If appropriate for a work group, the Company shall post or make work schedules available to employees by 3:00 p.m. Thursday, before the starting date of the work schedule. Choice of shifts and schedules shall be based on seniority within a work group, needs of the business/demands of service permitting;
- b. Should the Company schedule alternative work weeks (**work weeks which are not Monday to Friday**), it will first offer these weeks to volunteers by seniority within the work group(s) affected; should there be no volunteers for the alternative work week schedule, the schedule will be rotated within the work group. **This scheduling process will take place at least twice a year in Service Assurance Representative – Dispatch workgroups and at least annually in all other workgroups.**
- c. Except in the case of an emergency, the Company will inform an employee of a schedule change no later than twenty-four (24) hours prior to the start of the employee's shift or normally scheduled shift on the calendar day before the schedule change.
- d. When a temporary change in shift is necessary due to training, vacation, holidays, personal time and illness of one (1) week or more, seniority shall be the determining factor to the extent permitted by qualifications and current work assignments in the selection of employees for temporary coverage.
- e. Employees scheduled to work must contact their supervisor or other Company-designated representative(s) or hotline for absence reporting no later than two (2) hours prior to the start of their shift if they will be absent from work except where circumstances make it impracticable to do so.
- f. All employees shall be given a fifteen (15) minute scheduled relief period for each four (4) hour period or less that they are scheduled to work. Such relief period shall be given as near the middle of the session as is practical and shall be taken at the job site where the employee is working, or immediately adjacent thereto, or at a point enroute between jobs.

7.05 Four Day Work Weeks:

- a. Notwithstanding the provisions of Section 7.01, the Company may establish a four (4) day work week, composed of four (4) ten (10) hour tours, as a normal forty (40) hour work week. In such cases, the total number of hours constituting a five (5) day normal work week will be scheduled over four (4) days of the calendar week, with at least two (2) consecutive days off, and where business needs permit, three (3) consecutive days off.
- b. When a four (4) day schedule is in effect, the duration of normal tours as specified in the Agreement shall be considered to be expanded accordingly in their starting and/or ending times.
- c. In administering four (4) day work weeks, the Company will first offer four (4) day work weeks to qualified employees on a voluntary basis in seniority order. If there are insufficient qualified volunteers, a four (4) day work week will be assigned to qualified employees on a rotating basis, starting with the least senior employee in the affected work group(s). No employee will be required to work more than thirteen (13) weeks of four (4) day work weeks per year.
- d. When a four (4) day schedule is in effect as a normal work week, overtime payments shall be made only for time worked in excess of forty (40) hours in a week or in excess of ten (10) hours in a day.
- e. Pay allowances for absent time (including short term disability absence) occurring during four (4) day work weeks will be subject to the conditions specified in this Agreement. When pay treatment is calculated on a daily as opposed to an hourly basis (such as bereavement leave days versus short term disability absence), a scheduled day of a four (4) day work week and a scheduled day of a five (5) day normal work week will each count as one full day. Otherwise, pay treatment will be handled on an hourly basis.
- f. Paid Time Off (PTO) will be charged hour for hour based on the number of hours actually scheduled on the tour in question. If an employee has exhausted PTO and is absent on a day or days that would require the use of PTO time, there will be no pay for the number of hours scheduled on those day(s) of absence.
- g. For calendar weeks containing Holidays recognized under the Agreement, the Company will revert to a five (5) day schedule.
- h. Except as otherwise provided above, four (4) day work weeks will be administered in accordance with the applicable provisions of this Agreement.

7.06 Tours shall be paid for as though worked on the calendar day on which they end.

7.07 Schedule Changes: When the Company assigns an employee to work a regular work day or half (1/2) day portion thereof on a day on which the employee had not

been scheduled to work, or on a day on which the employee had been scheduled to work half (1/2) of a regular work day, the employee's work time on another day in the same calendar week may be reduced to the extent of the additional assignments, provided that:

- a. The employee is notified of the change as long in advance as practicable and not less than twenty-four (24) hours prior to the beginning of the additional or decreased assignment - whichever is earlier.
- b. If the employee is not notified of the change by the Company within the time limits prescribed above, then the employee may - at the time of receiving such off schedule assignment - elect to work out the hours of his/her previously scheduled work week in addition to the added assignment which on this basis would be paid for as overtime.
- c. Except in the case of an emergency, employees shall not be assigned an additional work tour when their last assignment or work tour was less than ten (10) hours from their last scheduled tour. Employees may consent to working such an assignment or work tour at their option.

7.08 Part-time employees may be employed but shall not be used to such an extent as will cause other regular employees to be reduced to a part-time basis. Except for a situation where an employee applies and is selected for a part-time opening, a full-time employee may not be reclassified to part-time status. A part-time employee will be involuntarily transferred prior to transferring a full-time employee in the same classification.

Employees assigned to like work will be permitted, with the prior knowledge and consent of their supervisor (outside of the Bargaining Unit) to, from time to time, exchange tours or shifts if they so desire, provided this privilege is not abused and does not interfere with the efficiency or quality of the Company's operations and provided further that it does not cause any employee to work more than eight (8) hours in any one (1) day, or more than forty (40) hours in any one (1) calendar week.

Nothing herein prohibits an employee from requesting split shift(s), nonconsecutive work shift(s) or non-consecutive workdays. Participating in such voluntary arrangements may not limit or otherwise affect the Company's right to implement such work arrangements in accordance with this Article.

OVERTIME AND SUNDAY TIME

7.09 Overtime at the rate of one and one-half (1½) times the employee's regular rate of pay will be paid for all hours worked in excess of eight (8) hours in any one (1) day (except as provided otherwise for scheduled four (4) day work weeks pursuant to Section 7.05) providing the employee works the remainder of the scheduled work week unless excused by the supervisor. It is understood those days currently "excused" will continue as "excused." All hours worked in excess of forty (40)

hours in any one (1) week shall be paid for at an overtime rate of one and one-half (1½) times the employee's regular rate of pay applicable to such work, provided that:

- a. All hours worked shall be used in computing overtime, except that hours worked for which daily overtime has been paid shall not also be used in the computation of weekly overtime;
- b. Holiday time and PTO shall count as time worked in the calculation of overtime.

7.10 **Double Time**: Compensation at the rate of two (2) times the basic hourly straight time rate of pay will be paid for all time worked in excess of fifty-six (56) hours within the calendar work week. All hours compensated **at the Sunday premium rate in accordance with Section 7.11** shall not be used in the computation of **Double Time**.

7.11 **Sunday Time**: All time worked on a tour which ends on Sunday shall be paid at one and one-half (1½) times the employee's basic hourly rate. All hours **for which this Sunday premium is paid** shall also be used in computing weekly overtime.

7.12 **Overtime Administration**: All overtime and Sunday work shall, so far as practicable, be equally and impartially divided among the employees, as follows:

- a. The Company will generally seek to distribute opportunities for employees to work overtime, or to assign overtime, on a rotating basis. In so doing, the Company may take into account the provisions of Section 7.03 (a), the type and location of the work to be performed, and employees' qualifications, availability, and geographic location. (Geographic location is not intended to include any considerations relating to CWA-IBEW work jurisdiction.)
- b. The foregoing provisions of this Section 7.12 shall apply only to full-time employees. It is understood that from time to time, the Company may offer part-time employees the opportunity to work nonscheduled time or assign such employees to work nonscheduled time.
- c. For the sole purpose of providing the equal and impartial distribution of overtime, for all overtime hours offered by an employee's supervisor, the hours refused shall be posted as well as overtime hours worked on a weekly basis. All overtime hours either refused or worked will then be used in the computation of total overtime hours for the purposes of posting, scheduling, and callout assignments. For the purposes of overtime equalization, a refusal of overtime/ Sunday work shall include no answer/response when called, a family member indicating that the employee was not at home, an answering machine pick up;
- d. Before requiring employees in a given work group to work scheduled overtime, the Company will solicit volunteers from the same work group who

are qualified for the overtime work. The Company need not accept a volunteer if doing so would result in the payment of double time.

7.13 Call-Outs:

When employees are called back after having been released from a regular tour or shift, or before their scheduled starting time of their next regular shift, they shall be paid for not less than three (3) hours at their regular rate. Such call-out time shall be computed from the time the employee leaves home and continue until the employee has had time to return home (or the equivalent), except that when necessary work extends beyond the starting time of the employee's next regular work day only the traveling time from the employee's home to the job shall be included in the computation of the call-out time worked and effective with the beginning of the employee's regular work day he/she shall be paid at this regular rate for the regular time worked. For employees who live outside of their normal reporting District, the computation of call-out time under this subsection shall not include more than thirty (30) minutes travel time from the employee's home to the job, and shall not include more than thirty (30) minutes travel time from the job to the employee's home.

If a technician called-out to work can clear trouble without leaving home, the technician shall be paid a minimum two (2) hours at the appropriate rate.

7.14 Subcontracting:

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

Note: Should an employee slated for layoff be qualified to perform cable locating work, the Company will discuss with the Union whether the employee can be efficiently utilized to perform cable locating work. The overall cost of utilizing the employee (wages and benefits) would have to be the same or lower than the cost of contracting locating. This arrangement would have to be operationally feasible. This arrangement could include utilizing the employee working on a part-time basis.

ARTICLE 8

WORKING HOURS, SUNDAY TIME AND OVERTIME (CALL CENTER ONLY)

8.01 Workdays and Workweeks:

- a. The normal workweek for a full-time employee shall consist of forty (40) hours per week, eight (8) hours per day and five (5) days per week. The Company shall make a good faith effort to provide employees with two (2)

consecutive days off during the workweek, unless business needs necessitate. Such decisions shall not be arbitrary.

- b. The workweek shall run from Sunday through Saturday, inclusive. If requested by the employee, lunch hours may be waived at the discretion of the Company.

8.02 Work Shifts:

The Company will schedule shifts to meet customer service requirements and other needs of the business.

8.03 Work Assignment:

- a. With respect to assigning work, the controlling principle under this Agreement is that the Company may assign work in a manner that allows it to maximize its operational efficiency, to provide the best possible customer service at a highly competitive cost, and to consistently outperform its competitors in every facet of the business. The provisions of this Agreement shall be construed and administered to promote this principle and these objectives.
- b. Work assignments will be assigned by the Company to the employee(s) it determines to be most qualified and available to perform such work. The Company will first ask for volunteers among the group it considers most qualified to perform the assignment. Such assignments will be rotated among qualified volunteers whenever possible.
- c. Employees may be loaned outside their work group. The Company will make such work assignments based on qualifications. However, the Company will first seek volunteers from such qualified employees prior to assigning the least senior of the qualified employee(s).

8.04 Work Schedule Posting, Changes, Selection, Temporary Shift Coverage: The Company will post weekly or monthly work schedules. If appropriate for a work group, the Company shall post or make work schedules available to employees by 3:00 p.m. Thursday, before the starting date of the work schedule. Choice of shifts and schedules shall be based on seniority within a work group, needs of the business/demands of service permitting, and subject to the following additional provisions:

- a. The following provisions apply to scheduling new hires during the three (3) month period after their date of hire. In order to assure that a sufficient number of experienced employees are available to service customers, the Company may place new employees on any scheduled shift from Monday through Friday. On Saturday or Sunday shifts, employees may be scheduled on a ratio of one (1) new employee for every five (5) more experienced employees.

- b. Except in the case of an emergency, the Company will inform an employee of a schedule change no later than twenty-four (24) hours prior to the start of the employee's shift or normally scheduled shift on the calendar day before the schedule change.
- c. When a temporary change in shift is necessary due to training, vacation, holidays, personal time and illness of one (1) week or more, seniority shall be the determining factor to the extent permitted by qualifications and current work assignments in the selection of employees for temporary coverage.
- d. Employees scheduled to work must contact their supervisor or other Company-designated representative(s) or hotline for absence reporting no later than two (2) hours prior to the start of their shift if they will be absent from work except where circumstances make it impracticable to do so.
- e. All employees shall be given a fifteen (15) minute scheduled relief period for each four (4) hour period or less that they are scheduled to work. Such relief period shall be given as near the middle of the session as is practical and shall be taken at the job site where the employee is working, or immediately adjacent thereto, or at a point enroute between jobs.

8.05 Four Day Work Weeks

- a. Notwithstanding the provisions of Section 8.01, the Company may establish a four (4) day work week, composed of four (4) ten (10) hour tours, as a normal forty (40) hour work week. In such cases, the total number of hours constituting a five (5) day normal work week will be scheduled over four days of the calendar week, with at least two (2) consecutive days off and where business needs permit, three (3) consecutive days off.
- b. When a four (4) day schedule is in effect, the duration of normal tours as specified in the Agreement shall be considered to be expanded accordingly in their starting and/or ending times.
- c. When a four (4) day schedule is in effect as a normal work week, overtime payments shall be made only for time worked in excess of forty (40) hours in a week or in excess of ten (10) hours in a day, except where employees are making up the two (2) hours of work time from an eight (8) hour floating holiday, as provided for in 8.05 (f).
- d. Pay allowances for absent time (including short term disability absence) occurring during four (4) day work weeks will be subject to the conditions specified in this Agreement. When pay treatment is calculated on a daily as opposed to an hourly basis (such as bereavement leave days versus short term disability absence), a scheduled day of a four (4) day work week and a scheduled day of a five (5) day normal work week will each count as one full day. Otherwise, pay treatment will be handled on an hourly basis.

- e. Paid Time Off (PTO) will be charged hour for hour based on the number of hours actually scheduled on the tour in question. If an employee has exhausted PTO and is absent on a day or days that would require the use of PTO time, there will be no pay for the number of hours scheduled on those day(s) of absence.
- f. For calendar weeks containing Holidays recognized under the Agreement, the Company will revert to a five (5) day schedule. When a Holiday recognized under this Agreement falls on an employee's normal scheduled day off, the employee will maintain their regular four (4) day schedule and receive a floating holiday, consisting of eight (8) hours. When scheduling the floating holiday, employees will have two (2) options, (a) use two (2) PTO hours and be paid for a ten (10) hour day or (b) make up the two (2) hours of work time during the same work week.
- g. Except as otherwise provided above, four (4) day work weeks will be administered in accordance with the applicable provisions of this Agreement.

8.06 Tours shall be paid for as though worked on the calendar day on which they end.

8.07 Schedule Changes -- When the Company assigns an employee to work a regular work day or half (1/2) day portion thereof on a day on which the employee had not been scheduled to work, or on a day on which the employee had been scheduled to work half (1/2) of a regular work day, the employee's work time on another day in the same calendar week may be reduced to the extent of the additional assignments, provided that:

- a. The employee is notified of the change as long in advance as practicable and not less than twenty-four (24) hours prior to the beginning of the additional or decreased assignment - whichever is earlier.
- b. If the employee is not notified of the change by the Company within the time limits prescribed above, then the employee may - at the time of receiving such off schedule assignment - elect to work out the hours of his/her previously scheduled work week in addition to the added assignment which on this basis would be paid for as overtime.
- c. Except in the case of an emergency, employees shall not be assigned an additional work tour when their last assignment or work tour was less than ten (10) hours from their last scheduled tour. Employees may consent to working such an assignment or work tour at their option.

8.08 Part-time employees may be employed but shall not be used to such an extent as will cause other regular employees to be reduced to a part-time basis. Except for a situation where an employee applies and is selected for a part-time opening, a full-time employee may not be reclassified to part-time status. A part-time employee will be involuntarily transferred prior to transferring a full-time employee in the same classification.

Employees assigned to like work will be permitted, with the prior knowledge and consent of their supervisor (outside of the Bargaining Unit) to, from time to time, exchange tours or shifts if they so desire, provided this privilege is not abused and does not interfere with the efficiency or quality of the Company's operations and provided further that it does not cause any employee to work more than eight (8) hours in any one (1) day, or more than forty (40) hours in any one (1) calendar week.

Nothing herein prohibits an employee from requesting split shift(s), nonconsecutive work shift(s) or non-consecutive workdays. Participating in such voluntary arrangements may not limit or otherwise affect the Company's right to implement such work arrangements in accordance with this Article.

OVERTIME AND SUNDAY TIME

- 8.09 Overtime at the rate of one and one-half (1½) times the employee's regular rate of pay will be paid for all hours worked in excess of eight (8) hours in any one (1) day (except as provided otherwise for scheduled four (4) day work weeks pursuant to Section 7.05) providing the employee works the remainder of the scheduled work week unless excused by the supervisor. It is understood those days currently "excused" will continue as "excused." All hours worked in excess of forty (40) hours in any one (1) week shall be paid for at an overtime rate of one and one-half (1½) times the employee's regular rate of pay applicable to such work, provided that:
- a. All hours worked shall be used in computing overtime, except that hours worked for which daily overtime has been paid shall not also be used in the computation of weekly overtime;
 - b. Holiday time and PTO shall count as time worked in the calculation of overtime.
- 8.10 **Double-time:** Compensation at the rate of two (2) times the basic hourly straight time rate of pay will be paid for all time worked in excess of fifty-six (56) hours within the calendar work week. **All hours compensated at the Sunday premium rate in accordance with Section 8.11 shall not be used in the computation of Double Time.**
- 8.11 **Sunday Time:** For each hour or part thereof worked on a Sunday, an employee shall be paid at one and one-half (1½) times the employee's basic hourly rate. However, whenever the number of regular full-time Call Center employees (including part-time employees converted to full-time equivalents) equals or exceeds one hundred fifty (150), the Sunday premium shall decrease to one and one-quarter (1¼) times the employee's basic hourly rate. Whenever the number of Call Center employees (including part-time employees converted to full-time equivalents) falls below one hundred fifty (150), the differential will revert to the rate of one and one-half (1½) times the employee's basic hourly rate.

- 8.12 Overtime Administration:** All overtime work shall, so far as practicable, be equally and impartially divided among the employees, as follows:
- a. The Company will generally seek to distribute opportunities for employees to work overtime, or to assign overtime, on a rotating basis. In so doing, the Company may take into account the provisions of Section 8.03 (a), the type and location of the work to be performed, and employees' qualifications, availability, and geographic location.
 - b. The foregoing provisions of this Section 8.12 shall apply only to full-time employees. It is understood that from time to time, the Company may offer part-time employees the opportunity to work nonscheduled time or assign such employees to work nonscheduled time.
 - c. For the Call Centers and Repair Department, the use of refused overtime will be excluded and only worked overtime will be counted in calculating overtime equalization;
 - d. The Company will not require mandatory overtime in excess of ten (10) hours per week per employee. When overtime is mandatory, it will be assigned in order of least to most overtime worked using the overtime administration list.
- 8.13 Call-Outs:** When employees are called back after having been released from a regular tour or shift, or before their scheduled starting time of their next regular shift, they shall be paid for not less than three (3) hours at their regular rate. Such call-out time shall be computed from the time the employee leaves home and continue until the employee has had time to return home (or the equivalent), except that when necessary work extends beyond the starting time of the employee's next regular work day only the traveling time from the employee's home to the job shall be included in the computation of the call-out time worked and effective with the beginning of the employee's regular work day he shall be paid at this regular rate for the regular time worked.

ARTICLE 9

COMPENSATED AVAILABILITY FOR CALL-OUTS (OPERATIONS ONLY)

- 9.01 At the Company's discretion, employees may be assigned to "Compensated Availability" status to cover call-outs. These assignments will be made in full day increments, or in seven (7) day weeks.
- 9.02 Any employee who is called out to work is expected to accept the call-out unless compelling personal circumstances prevent him or her from doing so.
- 9.03 "Compensated Availability" statuses shall first be assigned to qualified volunteers, provided that the volunteers are sufficiently dispersed, on a geographic basis, to cover call-outs promptly and efficiently. If there are more qualified volunteers than needed, the assignments will be rotated. In the absence of sufficiently dispersed, qualified volunteers, management will rotate "Compensated Availability" status

among the qualified employees by geography and then in inverse order of seniority. Except for unforeseen circumstances or service emergencies, the Company will provide such employees notice of the assignment as far in advance as possible.

- a. The Compensated Availability schedule will be posted in each affected work group.
- b. If Compensated Availability assignments conflict with the employee's personal schedule, the employee will be afforded the opportunity to trade days or weeks with another employee, subject to supervisory approval. Solicitation of the trade will be the responsibility of the employee and is subject to supervisory review and approval.
- c. New employees who have completed their probationary period will be incorporated into the schedule at the end of the current rotation, provided they are then qualified for the work.

9.04 These Compensated Availability provisions may not be used to circumvent or nullify employees' rights under the provisions of this Agreement on vacation scheduling. In addition, an employee who has scheduled a full week or weeks of vacation will not be scheduled for Compensated Availability on the weekends immediately preceding and following the vacation week(s), and a weekend between scheduled weeks.

9.05 Compensated Availability Pay

In order to receive Compensated Availability Pay, employees assigned to "Compensated Availability" status must be reachable and available to work during the period of the assignment.

a. Daily Assignments

For each day an employee is assigned to Compensated Availability status, the employee shall receive two (2) hours of pay per day.

b. Weekly Assignments

For each seven (7) day week an employee is assigned to Compensated Availability Status, an employee will receive eleven (11) hours pay at the employee's basic hourly wage rate.

9.06 Employees assigned to "Compensated Availability" status must carry a cell phone or pager, advise the Company of which device is their preferred means of contact, and keep the Company up-to-date on the telephone numbers where they can be reached. The Company will contact those employees by telephone, cell phone and/or pagers. Employees are required to respond promptly when they are contacted. Employees on "Compensated Availability" status must remain "fit-to-work" while they are assigned to Compensated Availability.

- 9.07 An employee on "Compensated Availability" status who works a call-out shall receive the applicable minimum payment for the first "call-out" each day in addition to the applicable "Compensated Availability" pay provided for under Section 9.05. Compensation beyond the second "call-out" on the same day will be for actual hours worked.
- 9.08 The procedures in this Article do not supersede normal call-out procedures if additional employees not assigned to "Compensated Availability" status are required to work. If there is any conflict between the provisions of this Article and other overtime administration or equalization procedures, the provisions of this Article will govern.
- 9.09 When assigned "Compensated Availability" the employee may be granted permission where practical, to take a Company vehicle home. The employee shall exercise reasonable care for the security and safety of the vehicle and tools. It is understood that the vehicle and tools are not available for personal use.

ARTICLE 10
MEAL ALLOWANCE

- 10.01 When an employee is required to continue to work two (2) hours or more immediately following, or immediately before, his/her regular days' work, he/she shall be furnished a meal by the Company, and at intervals of five (5) hours thereafter until the start of the employee's next regular work day, or until he/she is released from duty, whichever is earlier. At the employee's option he/she may request a ten dollars (\$10.00) payment in lieu of the Company provided meal.

ARTICLE 11
TRAVELING TIME AND EXPENSES

- 11.01 Whenever employees work away from the District to which they are normally assigned, they shall at the option of the Company either -
- a. Return to their headquarters location on Company time at the end of each work sessions; or
 - b. Be furnished, or be reimbursed for, the cost of reasonable board and lodging and return to their headquarters location on Company time at the end of the temporary assignment; except that:
 - i. At the employee's request the Company will furnish the employee, in lieu of the above, a subsistence allowance of sixty dollars (\$60.00) per day with the employee furnishing his/her own board and lodging.
- 11.02 Traveling Time Compensation
- a. Overnight Travel: when an employee will be traveling overnight by air, the employee and the employee's supervisor will arrange mutually acceptable

travel arrangements. The employee will be paid for the time consumed from when the employee leaves home to travel to the departure airport to the time the employee arrives at the hotel at the destination point, and the time consumed by the employee's trip home from the departure airport to the employee's home. Any time involved in layovers during the trip as shown in the original itinerary will be included. Any additional time, (up to eight (8) hour per day), due to delays or cancellations outside of the employee's control over the time in the original itinerary will be included in this paid time.

- b. If an employee is offered public transportation for travel to work away from the employee's District, but requests and is granted permission to drive a car instead, the employee shall only be compensated for the lesser of the time spent driving the car or the time that the Company would have had to pay the employee for travel time spent on the public conveyance.

ARTICLE 12
TOOLS (OPERATIONS ONLY)

- 12.01 The Company will provide required hand tools, tool belts, safety straps, climbers, straps and pads required in the performance of the employees' assigned duties. Such items will remain the property of the Company.
- 12.02 The Company will inspect and approve or disapprove of all tools used by employees.
- 12.03 Lost items or items condemned by the Company which show damage caused by unnecessary abuse shall be replaced at the employee's expense. Such replaced tools shall meet approved standards.
- 12.04 The Company agrees to provide safety shoes for all applicable employees on an "as needed" basis. The Company will pay up to one hundred seventy-five dollars (\$175.00) annually towards the purchase of safety shoes or rubber boots. Reimbursable purchases require a receipt and are limited to an annual reimbursement for up to two (2) items.

ARTICLE 13
HOLIDAYS

- 13.01 The following days shall be observed as holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Day after Thanksgiving ¹
	Christmas Day

When any of the above holidays fall on a Sunday, the Monday following shall be observed as the holiday. When any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

If a holiday occurs on a day on which the employee is not scheduled, the employee shall receive a Floating Holiday. A Floating Holiday may not be carried over into a subsequent year.

¹ **Employees in the On-line Sales and Service Specialist, Sales and Service Team Lead, Service Assurance Representative (Dispatch) and Retail Sales Specialist classifications** will receive a Floating Holiday in place of the Day after Thanksgiving Holiday. For this day only, the Company will allow a minimum of twenty percent (20%) of the On-line Sales and Service Specialist workforce **and Sales and Service Team Lead workforce** (as measured by full-time equivalents **in the combined classifications**) and **fifty percent (50%) of the Service Assurance Representative (Dispatch) workforce (as measured in full-time equivalents)** to take this day off, using the Floating Holiday or PTO.

13.02 All employees shall be paid a holiday allowance for each of the above named holidays, whether or not they perform work (except as provided in Section 13.04 below).

The amount of each holiday allowance shall equal the employee's regular basic hourly rate, including applicable differentials for regularly scheduled shifts, times the number of hours indicated under subparagraphs i. or ii. below.

- i. For all full-time employees = eight (8) hours;
- ii. For all part-time employees = prorated based on the number of hours worked in the preceding thirteen (13) weeks, using a forty (40) hour work week;
- iii. For all hours that employees are required to work on a holiday they shall receive one and one-half (1 ½) times their base hourly rate. For all hours worked over the first eight (8) hours worked on a holiday, they shall be paid at two and one-half (2 ½) their basic hourly rate, including applicable differentials.

13.03 Holiday time within an employee's scheduled workweek, whether worked or excused (not both) shall be used in the computation of weekly overtime (except as provided in Section 13.05 below).

13.04 Call Center Only: In order to receive the holiday allowance, an employee must work the entire holiday shift (if scheduled) and the entire shift on which the employee is scheduled both immediately preceding and immediately following a holiday, except where, due to extenuating circumstances, the Company waives this requirement. Emergency PTO Days will not excuse an employee from the requirements of this Section.

13.05 Employees who work on a holiday will be paid the holiday allowance for all hours worked if any portion of their shift falls on the holiday.

13.06 Operations Only: Holiday work shall be **scheduled in accordance with Sections 13.06(a) and 13.06(b)** on a rotating basis, using the rolling calendar, insofar as practicable and service conditions will permit.

- a. Between November 1st and November 15th, the Company through its respective supervisors, by department, shall determine which holidays shall be staffed for the following year. Those respective supervisors will consult with all employees as to their choice of holidays to be worked for the coming calendar year. Any employee who fails to choose by November 30th will be construed to have waived his right to choose for that year. This process will continue until no volunteers can be found. The Company may then assign employees in inverse order of seniority who have not worked a holiday in accordance with the rolling calendar.
- b. Holidays worked by employees shall be posted on a continued basis for the purpose of tracking of employees who last worked a holiday.

13.07 Time worked between 7:00 p.m. and 12:00 Midnight on New Year's Eve (December 31st) shall be paid for at double the employee's basic hourly rate;

13.08 The practices herein referred to do not apply to employees on leave.

13.09 Dispatch Holiday Bidding:

- a. Holiday bidding will be completed annually using a rolling calendar. The bidding will be completed no later than December 15th for the following year.
- b. Initially, the bidding will begin with the top seniority employee. The employee will select his/her holiday shift. When all employees' have an opportunity to select their holiday to work, the bidding process would cease.
- c. When a holiday shift is vacant and the Company has to assign an employee to work, the assignment will be based, first, on the number of holidays worked by the employee(s) and secondly, by inverse seniority.
- d. Employees can forfeit their right to bid, but this may put them at risk for a Company assigned holiday shift.
- e. If an employee is assigned to a holiday, but chooses to trade or give the holiday work to another employee, he/she will make the decision as to which employee will get the holiday credit.

13.10 Call Center Holiday Bidding:

- a. Holiday bidding will be completed annually. The bidding will be completed no later than December 15th for the following year.

- b. Initially, the bidding will begin with the most senior employee. The employee will select as many holidays as management determines are required, including one alternate holiday.
- c. When a holiday shift is vacant and the Company has to assign an employee to work, the assignment will be based on the alternate holiday selected in inverse seniority order. In any event, the Company reserves the right to assign holiday shifts as necessary in inverse seniority order.

ARTICLE 14
PAID TIME OFF (OPERATIONS ONLY)

14.01 **PTO eligibility:** PTO is an allotted number of excused paid days provided to each employee for such things as personal illness, family matters or personal business as well as for vacation. An employee's total annual allocation of PTO days is available as of January 1 of each year because employees are permitted to borrow prospectively from their annual allocation within the same calendar year. In all instances, use of PTO is subject to the approval of the employee's supervisor or scheduling.

Regular employees will be granted PTO days in each calendar year on the following basis:

- a. For all regular full-time employees hired on or after June 1, 2012, the following PTO Accrual Chart will apply.

Length of Service (As of date of hire)	Monthly Accrual	Annual Allocation
Less than 5 years	1.667 days	20 days or 160 hours
5 years but fewer than 10 years	1.833 days	22 days or 176 hours
10 years but fewer than 15 years	2.0 days	24 days or 192 hours
15 years but fewer than 20 years	2.167 days	26 days or 208 hours
20 years but fewer than 25 years	2.333 days	28 days or 224 hours
25 years or more	2.5 days	30 days or 240 hours

- b. Annual PTO allotment for employees hired prior to June 1, 2012 is accrued on the following basis:

Service Categories	Annual Allotment of PTO Days	Monthly Accrual Rate - Full-time	Monthly Accrual Rate - Part-time
<5 years	19	1.5833 days/mo.	.0731/hr.
5 -- 14 years	24	2.0000 days /mo.	.0923/hr.
15 -- 24 years	29	2.4167 days /mo.	.1115/hr.
25+ years	34	2.8330 days /mo.	.1308/hr.

- i. Service categories are defined as the beginning of the month following the fifth (5th), fifteenth (15th) or twenty-fifth (25th) anniversary of employment.

ii. Part time employees are calculated (using accrual rate above) on a pro-rated basis based on the number of regular hours worked.

c. New Hires

New employees will receive pro-rated PTO based on their hire date. New employees are permitted to schedule PTO upon completing three (3) full months of employment. Any absences prior to completing three (3) months of employment will be unexcused and unpaid.

HIRE DATE	PTO Accrual Balance Available To Schedule After Three Months of Employment*
January 1 -15	19 days
January 16 - February 15	17 days
February 16 - March 15	16 days
March 16 - April 15	14 days
April 16 - May 15	13 days
May 16 – June 15	11 days
June 16 - July 15	9 days
July 16 - August 15	8 days
August 16 - September 15	6 days
September 16 - October 15	5 days
October 16 - November 15	3 days
November 16 - December 31	2 days

* Example: With a hire date of January 13, PTO is available to schedule beginning April 13

d. Terminations of Employment

If an employee takes PTO before it has actually accrued, and his or her employment is terminated before the PTO taken has been accrued, the Company will deduct the unaccrued PTO from the employee's final pay, subject to any provision in state and federal law to the contrary.

14.02 Effect of Leaves of Absence on Accrued PTO. Employees do not accrue PTO time during leaves of absence whether the leave of absence is unpaid or compensated through short- or long-term disability.

In any month in which an employee's leave begins, whether the leave is unpaid or compensated through short- or long-term disability, the employee will only accrue PTO in such a month if the **leave begins after the 16th of that month.** In any month in which an employee's leave ends, whether the leave is unpaid or compensated through short or long-term disability, the employee will only accrue PTO in such a month if the **leave ends before the 16th of that month.**

For months in which an employee does not accrue PTO, the employee's PTO allotment will be reduced using the table in Section 14.01(a).

14.03 PTO Pay. Payments per week of PTO will be equal to the employee's basic hourly wage rate (including applicable differentials for regularly scheduled shifts) times the hours the employee is regularly scheduled to work in a normal week.

- a. PTO time will continue to accrue during time off due to the following:
 - i. Occupational accident(s) but only for the first one hundred eighty (180) days of such absence;
 - ii. Company paid time on account of holidays, vacations, jury service, or death in the employee's family;
 - iii. Any excused time taken off by the employee (without pay by the Company) in order to permit the employee's participation in required reserve, or National Guard, Military Service training (normally not more than two (2) weeks);
 - iv. Time off duty as a result of the employee's induction into military service, provided the employee has been employed for at least twelve (12) consecutive months prior to the employee's induction; or
 - v. Time off duty due to official Union business as an official Union representative, (as provided for in Article 18, Section 18.01, Paragraph f).
- b. Employees on a leave of absence for any full calendar year will not be eligible for PTO during that year.
- c. The Company provides a "Paid Time Off" or PTO program which ensures that employees will have a certain amount of paid time off each year to cover vacation, personal or sick time. Employees have the flexibility to decide how much of their paid time off to use for each of these purposes.
- d. Net credited service as used in this Article means the employee's length of accrued time worked, as defined in Article 16, Section 16.01 of this Agreement, subject to Article 16, Section 16.10.
- e. A regular full time employee who is eligible for PTO and who is temporarily assigned to part time work not exceeding twelve (12) months shall receive the PTO to which the employee was entitled before being made part-time. If such part time assignment continues into the following calendar year, and the employee is not reassigned to full time work prior to the time of taking his/her PTO, then the employee's PTO accrued for that year shall be based upon the part-time calculation referenced in Article 14, Section 14.01.

14.04 Carryover of PTO

- a. Carryover: Up to five (5) days of PTO may be carried over if it is PTO that was waitlisted by an employee for any of the seven (7) calendar days preceding or following the December 25 Holiday, if the employee was among the top three (3) employees on the waitlist for groups with eight (8) or more employees, or the top-listed employee for groups with fewer than eight (8) employees, and the employee's waitlist request for time off during that period was not granted. Otherwise, unused PTO will be forfeited at the conclusion of a calendar year.
- b. PTO days carried over will be scheduled on a first-come, first-serve basis after the annual PTO bids have been completed. Seniority for scheduling PTO carryover days will not be applied.
- c. Borrowing PTO: With Company approval, an employee with five (5) or more years of service may borrow up to five (5) PTO days forty (40) hours from the employee's PTO allotment for the following year. Borrowed PTO may only be used for Short Term Disability absences occurring later in the year (during the months of October, November or December).

14.05 A week of PTO shall be understood to mean a period of seven (7) consecutive calendar days, including Saturdays, Sundays and Holidays.

14.06 PTO Scheduling

- a. By January 1st of each year, the Company will post on appropriate bulletin boards a schedule showing the PTO days which are available to each employee for the upcoming year.
- b. Between January 1st and January 31st, the Company, through its respective supervisors, will route the PTO selection schedule twice. The second routing will be for full days only.
- c. Employees who have twenty-nine (29) or more PTO days allocated per year are required to schedule one (1) week five (5) days of PTO during the period January 1 to May 30 annually. The five (5) days may be scheduled individually or in a one (1) week block.
- d. Half days and hour increments will be considered on a first-come, first-serve basis.
- e. Between January 31 and February 15, the Company will establish the schedule for all employees. The Company will give consideration to each employee's seniority and choice of PTO as is practical and consistent with service requirements. Employees not making their PTO selection during the initial routing will forfeit their seniority selection rights.

- f. On or before February 15, the Company shall post on appropriate bulletin boards the PTO time schedule for employees at each location.
- g. Employees shall make their request for such day(s) of PTO to their immediate supervisor/scheduling prior to the beginning of their scheduled tour of duty. Such day(s) of PTO will be granted to employees upon request, service requirements permitting.
- h. Requests to cancel PTO must normally be made at least forty-eight (48) hours before the scheduled start time of the PTO and the approval of such requests is subject to the needs of the business. Where it is in the mutual interests of the Company and an employee or employees, the forty-eight (48) hour notice requirement may be waived.
- i. Canceling Full Weeks of PTO: When an employee has successfully bid for a given week of PTO, and then seeks to cancel any days in that PTO week, the employee may cancel the entire week of PTO and take day-at-a-time PTO only if the employee had to unavoidably cancel the day or days due to prior unplanned absence. Otherwise, the entire week will be cancelled and the employee can request to take day-at-time PTO. If the Company maintains a waitlist for weeks or days of PTO, first the week and then the days will be granted according to the wait list.

14.07 Effect of Changes in Employment Status on Accrued and Allotted PTO Time

Employees who change from one regular full or part-time status to another accrue PTO hours based upon their new employment and benefit status as of the **sixteenth (16th)** day of the month following the change in full- or part-time status.

The employee's PTO allotment will be adjusted based upon the new accrual rate prorated for the time of year in which the change takes place.

14.08 PTO at Termination

Employees who leave before the end of the year will be paid for earned but unused PTO. If an employee has taken more PTO than the employee accrued and leaves the Company, the employee's final paycheck will be adjusted.

14.09 Additional PTO provisions for Employees in the Service Assurance Representative Classifications

- a. **Employees may annually utilize no more than 16 hours of their accrued PTO during the calendar year as Emergency PTO. These 16 Emergency PTO hours may be used in one (1) to eight (8) hour increments, up to a maximum of three (3) events per calendar year. These Emergency PTO hours are part of the total PTO hours earned. An employee must have accrued PTO in order to take Emergency PTO hour(s); management may waive this accrual requirement.**

- b. Emergency PTO **hour(s)** are intended to be used only for unplanned absences due to serious illness, personal or family emergencies, and other matters of a critical unforeseen or unavoidable nature that make time off essential.
- c. Unless it is impossible for them to do so, employees must speak live to scheduling on the day they seek to take or have taken Emergency PTO **hour(s)** (or at the earliest possible time thereafter) to discuss the reason for doing so. Failure to comply with the conditions and requirements in both this paragraph and paragraph b above may result in appropriate action including but not limited to denial of the Emergency PTO **hour(s)**.

ARTICLE 15
PAID TIME OFF (CALL CENTER ONLY)

15.01 PTO eligibility: PTO is an allotted number of excused paid days provided to each employee for such things as personal illness, family matters or personal business as well as for vacation. Except for employees who have not attained one year of service, an employee's total annual allocation of PTO days is available as of January 1 of each year because employees are permitted to borrow prospectively from their annual allocation within the same calendar year. In all instances, use of PTO is subject to the approval of the employee's supervisor or scheduling.

Regular employees will be granted PTO days in each calendar year on the following basis:

- a. Annual PTO allotment is accrued on the following basis:
 - i. Accrual: Effective January 1, 2010, PTO is accrued monthly on the 16th of the month. For PTO accrual by new hires, see Section 16.01 (b) below.
 - ii. The following PTO Accrual Table applies to employees hired before June 1, 2009 (except Part-Time employees).

Service Categories	Annual Allotment of PTO Days	Monthly Accrual Rate Full-time
<5 years	19	1.5833 days/mo.
5 -- 14 years	24	2.0000 days/mo.
15 -- 24 years	29	2.4167 days/mo.
25+ years	34	2.8330 days/mo.

- iii. The following PTO Accrual Table applies to employees hired on or after June 1, 2009.

Service Categories	Annual Allotment of PTO Days	Monthly Accrual Rate Full-time
<5 years	15	1.25 days/mo.
5 -- 14 years	20	1.667 days/mo.
15 -- 24 years	25	2.083 days/mo.
25+ years	30	2.50 days/mo.

* Prior to attaining one year of service, PTO may only be taken once it is accrued.

- iv. Years of Service are defined as the beginning of the month following the 5th, 15th, or 25th anniversary of employment.
- v. The PTO rate accrual for Part-time employees who work an average of at least twenty (20) hours per week in a calendar month will be at fifty percent (50%) of what the full time PTO allotment is. Part-time employees who work less than an average of at least twenty (20) hours per week in a calendar month do not accrue PTO.

b. New Hires:

New employees will receive pro-rated PTO based on their hire date. Until they complete one year of service, new employees are permitted to schedule and take only accrued PTO upon completing three (3) full months of employment. Any absences prior to the date a new hire has accrued sufficient PTO to use for the absence will be unexcused and unpaid.

c. Terminations of Employment and Canceling PTO or a PTO Week:

- i. If an employee takes PTO before it has actually accrued, and his or her employment is terminated before the PTO taken has been accrued, the Company will deduct the unaccrued PTO from the employee's final pay, subject to any provision in state and federal law to the contrary.
- ii. Requests to cancel PTO must normally be made at least forty-eight (48) hours before the scheduled start time of the PTO and the approval of such requests is subject to the needs of the business. Where it is in the mutual interests of the Company and an employee(s), the forty-eight (48) hour notice requirement may be waived.
- iii. Canceling Full Weeks of PTO: When an employee has successfully bid for a given week of PTO, and then seeks to cancel any days in that PTO week, the employee may cancel the entire week of PTO and take day-at-a-time PTO only if the employee had to unavoidably cancel the day or days due to prior unplanned absence. Otherwise, the entire week will be cancelled and the employee can request to take day-at-time PTO. If the Company maintains a waitlist for weeks or days of PTO, first the week and then the days will be granted according to the wait list.

15.02 Effect of Leaves of Absence on Accrued PTO. Employees do not accrue PTO time during leaves of absence whether the leave of absence is unpaid or compensated through short- or long-term disability.

In any month in which an employee's leave begins, whether the leave is unpaid or compensated through short- or long-term disability, the employee will only accrue

PTO in such a month if the **leave begins** after the 16th of that month. **In any month in which an employee's leave ends, whether the leave is unpaid or compensated through short or long-term disability, the employee will only accrue PTO in such a month if the leave ends before the 16th of that month.**

For months in which an employee does not accrue PTO, the employee's PTO allotment will be reduced using the table in Section 15.01(a)ii or 15.01(a)iii, as applicable.

15.03 PTO Pay. Payments per week of PTO will be equal to the employee's basic hourly wage rate (including applicable differentials for regularly scheduled shifts) times the hours the employee is regularly scheduled to work in a normal week.

- a. PTO time will continue to accrue during time off due to the following:
 - i. Occupational accident(s), but only for the first one hundred eighty (180) days of such absence;
 - ii. Company paid time on account of holidays, vacations, jury service, or death in the employee's family;
 - iii. Any excused time taken off by the employee (without pay by the Company) in order to permit the employee's participation in required reserve, or National Guard, Military Service training (normally not more than two weeks);
 - iv. Time off duty as a result of the employee's induction into military service, provided the employee has been employed for at least twelve (12) consecutive months prior to the employee's induction; or
 - v. Time off duty due to official Union business as an official Union representative, (as provided for in Article 18, Section 18.01, Paragraph f).
- b. Employees on a leave of absence for any full calendar year will not be eligible for PTO during that year.
- c. The Company provides a "Paid Time Off" or PTO program which ensures that employees will have a certain amount of paid time off each year to cover vacation, personal or sick time. Employees have the flexibility to decide how much of their paid time off to use for each of these purposes.
- d. Net credited service as used in this Article means the employee's length of accrued time worked, as defined in Article 16, Section 16.01 of this Agreement, subject to Article 16, Section 16.10.
- e. A regular full time employee who is eligible for PTO and who is temporarily assigned to part time work not exceeding twelve (12) months shall receive the PTO to which the employee was entitled before being made part-time. If such part time

assignment continues into the following calendar year, and the employee is not reassigned to full time work prior to the time of taking his/her PTO, then the employee's PTO accrued for that year shall be based upon the part-time calculation referenced in Article 15, Section 15.01.

15.04 Additional Provisions

- a. **Employees may annually utilize no more than sixteen (16) hours of their accrued PTO during the calendar year as Emergency PTO. These sixteen (16) Emergency PTO hours may be used in one (1) to eight (8) hour increments, up to a maximum of three (3) events per calendar year. These hours are part of the total PTO hours earned. An employee must have accrued PTO in order to take Emergency PTO hour(s); management may waive this accrual requirement.**
- b. Emergency PTO hour(s) are intended to be used only for unplanned absences due to serious illness, personal or family emergencies, and other matters of a critical unforeseen or unavoidable nature that make time off essential.
- c. Unless it is impossible for them to do so, employees must speak live to scheduling on the day they seek to take or have taken Emergency PTO hour(s) (or at the earliest possible time thereafter) to discuss the reason for doing so. Failure to comply with the conditions and requirements in both this paragraph and paragraph b above may result in appropriate action including but not limited to denial of the Emergency PTO hour(s).
- d. A minimum of ten percent (10%) of Call Center employees (as measured by full-time equivalents) will be allowed to schedule PTO off at any one time, needs of the business permitting.
- e. When an employee misses scheduled work time, PTO must be used. No excused unpaid time will be given unless all accrued PTO is exhausted, subject to Article 19 provisions regarding Leaves of Absence and Article 31 provisions regarding Short-term Disability.

15.05 Carryover of PTO

- a. Carryover: Up to five (5) days of PTO may be carried over if it is PTO that was waitlisted by an employee for any of the seven (7) calendar days preceding or following the December 25 Holiday, if the employee was among the top three (3) employees on the waitlist for groups with eight (8) or more employees, or the top-listed employee for groups with fewer than eight (8) employees, and the employee's waitlist request for time off during that period was not granted. Otherwise, unused PTO will be forfeited at the conclusion of a calendar year.

Note: For new hires who cannot schedule PTO until it is accrued (see Section 15.01 (b) above), PTO time accrued in December may be carried over if the employee is unable to schedule it between December 16 and December 31.

- b. PTO days carried over will be scheduled on a first-come, first-serve basis after the annual PTO bids have been completed. Seniority for scheduling PTO carryover days will not be applied.
- c. Borrowing PTO: With Company approval, an employee with five (5) or more years of service may borrow up to five (5) PTO days forty (40) hours from the employee's PTO allotment for the following year. Borrowed PTO may only be used for Short Term Disability absences occurring later in the year (during the months of October, November or December).

15.06 A week of PTO shall be understood to mean a period of seven (7) consecutive calendar days, including Saturdays, Sundays and Holidays.

15.07 PTO Scheduling

- a. By November 15 of each year, the Company will post on appropriate bulletin boards a schedule showing the PTO days which are available to each employee for the upcoming year.
- b. Between November 30 and December 31, the Company, through supervision and/or scheduling, will route the PTO selection schedule twice. The first routing will be for weeks only. The second routing will be for full days only.
- c. Between January 31 and February 15, the Company will establish the schedule for all employees. The Company will give consideration to each employee's seniority and choice of PTO as is practical and consistent with service requirements. Employees not making their PTO selection during the initial routing will forfeit their seniority selection rights.
- d. On or before February 15, the Company shall post on appropriate bulletin boards the PTO time schedule for employees at each location. Employees shall make their request for such day(s) of PTO to their immediate supervisor/scheduling prior to the beginning of their scheduled tour of duty. Such day(s) of PTO will be granted to employees upon request, service requirements permitting.
- e. Half days and hour increments will be considered on a first-come, first-serve basis. Requests for such day(s) of PTO must be made to the employee's immediate supervisor/scheduling prior to the beginning of the employee's scheduled tour of duty. Such day(s) of PTO will be granted to employees upon request, service requirements permitting.

15.08 Effect of Changes in Employment Status on Accrued and allotted PTO Time.

Employees who change from one regular full or part-time status to another accrue PTO hours based upon their new employment and benefit status as of the sixteenth (16th) day of the month following the change in full- or part-time status.

The employee's PTO allotment will be adjusted based upon the new accrual rate prorated for the time of year in which the change takes place.

15.09 PTO at Termination

Employees who leave before the end of the year will be paid for earned but unused PTO. If an employee has taken more PTO than the employee accrued and leaves the Company, the employee's final paycheck will be adjusted.

ARTICLE 16
SENIORITY

- 16.01** a. Seniority shall mean any right of preference accruing to a regular employee upon the basis of the employee's length of accrued time worked for the Company as a member of the bargaining unit subsequent to the last date upon which he/she entered the Company's regular employ within the exchanges delineated within this collective bargaining agreement.
- b. The employee's length of accrued time worked as a member of the bargaining unit shall, for this purpose, be computed as the time worked subsequent to the last date upon which the employee entered the regular employ of the Company, including any immediately preceding accrued time worked by the employee as a member of the bargaining unit, or any prior Company acquired by Frontier Communications of Minnesota.
- c. Less deductions of any time when seniority does not accrue, as set forth in other Sections of this Agreement.
- 16.02** If two (2) or more employees have the same date of hire, the Company will use the employee's application date to determine who is more senior. However, if the employee's application date is not available, then the Company will use the date and time on which the employee was interviewed to determine which employee has the most seniority. For employees hired on or after June 1, 2006, should two (2) or more employees' dates of hire and interview dates and times be the same or cannot be determined, the last four (4) numbers of employees' social security numbers will determine seniority in descending order (that is, the higher the number, the greater the seniority for purposes of this "tie-breaking" process).
- 16.03** Insofar as practical and consistent with rendering good telephone service and as modified by other Sections of this Agreement, seniority shall apply to the following:
- a. Selection of scheduled work tours;
- b. Selection of PTO days;
- c. Selection of temporary assignments (lasting over thirty (30) days) offered to employees within a work group; provided that seniority for the purpose of selecting scheduled work tours in the departments and of selecting PTO periods shall not include any period of bridged service, prior to the last date the employee entered the regular employ of the Company, as defined in other

Sections of this Agreement; and further provided that the Company reserves the right to continue rotation scheduling of employees and to assign and maintain on all shifts a sufficient number of employees who possess the skill, knowledge and experience necessary to properly meet the needs of the service.

- 16.04 The seniority of an employee shall continue to accrue if the employee is temporarily absent from work due to accidental injuries or to illness and returns to active work within a period of one (1) year, provided that the employee returns to active work promptly upon recovery and after the employee's physician finds and reports to the employee and the Company that the employee is qualified to do so.
- 16.05 Employees transferred, or promoted, to a position within the Company, but outside of the Bargaining Unit, shall retain their seniority as accrued.
- 16.06 The Company will, within ninety (90) days after the date of this Agreement, and upon request thereafter but not more than every quarter, prepare a seniority roster of employees covered by this Agreement and copies thereof will be furnished to the Union. Such roster will show:
- a. The names of all regular employees;
 - b. The department in which each listed employee is employed;
 - c. The last date upon which the employee entered the Company's employ;
 - d. Footnote explanations relative to any periods subsequent to the last date on which the employee entered the Company's employ when seniority did not accrue, as provided in this Article, Section 16.01, Paragraph b.
- 16.07 The first roster so prepared shall be subject to review and correction for a period of thirty (30) days, after which time it shall become the official seniority roster except as to corrections, if any, to be made through the elimination of inaccuracies presented before the end of the said thirty (30) day period, subject only to additions, removals and changes made between the date of the first such roster and the dates of any rosters prepared thereafter.
- 16.08 If an employee, who has successfully completed the probationary period, leaves the Company and is later rehired, all service prior to the break will be bridged after five (5) years of uninterrupted employment.
- 16.09 None of the provisions of this Article apply to probationary or temporary employees, except as provided in Article 21 hereof.
- 16.10 **Reciprocal Seniority**. An Employee who transfers from a bargaining unit party to this Agreement or any reciprocal bargaining unit or who has prior seniority in any reciprocal unit shall have his/her seniority bridged as follows:
- a. For the purpose of shift and vacation selections, six (6) months of continuous service in the employee's new bargaining unit;

- b. For the purpose of layoff recalls, transfers and promotions, six (6) months of continuous service in the employee's bargaining unit.

ARTICLE 17
JOB VACANCIES AND BIDDING

- 17.01 a. When a job vacancy occurs, the company shall post the job for bids.

The bidding notice, setting forth the location of the job and the minimum qualifications required, will be posted electronically within five (5) working days after the day of the posting, any employee who has worked one (1) year or more in his/her current occupational classification may bid on the vacancy in accordance with the process outlined in this Article. Employees currently on an active step of discipline (written warning or higher) shall not be eligible for job bidding.

(NOTE: The Company will maintain job descriptions outlining the qualifications for each job posting. Any changes made by management to the qualifications required for the job classification being bid shall be submitted to the Union prior to posting. At the Union's request, the Company will meet with the Union to discuss the changes.)

- b. Bids will be awarded in the following order:
 - i. Employees must meet the minimum qualifications of the job prior to bidding on a vacancy.
 - ii. Qualifications, including but not limited to, qualifications required by the job, applicable testing and/or licensing requirements, and all applicable performance metrics.
 - iii. The job shall be awarded to the more qualified employee(s). If two (2) employees or more have substantially equal qualifications, the most senior employee shall be awarded the job.
- c. In order to fill vacancies, the Company shall adhere to the following process:
 - i. Internal applicants (within the bargaining unit);
 - ii. If an internal applicant is not awarded the job and the vacancy still exists, the job may be posted electronically on the intranet and simultaneously advertised externally.
- d. The Company reserves the right to postpone the job bid transfer, but not more than sixty (60) days, due to force and load conditions

- e. An employee who voluntarily transfers will have a period of sixty (60) calendar days to demonstrate that the employee has the necessary ability to perform the job. This trial period may be extended for an additional sixty (60) calendar days. The Company will provide written notification of an extension to the employee and the Union.
- f. It is not required that an employee be considered fully qualified at the completion of the sixty (60) calendar day period. If it is determined, however, that the employee does not have the necessary ability to perform the job, the employee shall be eligible to return to the employee's previous position at the completion of, or prior to, the sixty (60) calendar day period and the employee's seniority and wage rate in that former position shall be the same as if the employee had not transferred to another job classification. The Company will hold the employee's prior job for up to ninety (90) days when business needs permit.
- g. If an employee requests to be returned to the employee's former position during the sixty (60) calendar day trial period, such request may be granted by mutual agreement with the employee's supervisor and Human Resources.
- h. An employee who bids into another position in accordance with this Article shall not be eligible to bid into another position until the employee has performed in the employee's new assignment for at least twelve (12) months, except with Company approval. However, an employee who has been involuntarily transferred as a result of a force reduction may bid on a position without concern for the twelve (12) month limitation herein.
- i. New hires shall not be eligible for a transfer until they have performed their job for twelve (12) months. However, where the only qualified internal candidates are new hires who have not met the requirements of this paragraph, those requirements may be waived by the Company.
- j. An employee transferred in accordance with this Article who is unable to successfully complete the trial period provided, shall not be eligible to transfer to another position for a period of six (6) months after being returned to the employee's former position.

ARTICLE 18
EXCUSED ABSENCES

Employees will be "excused" by the Company under the following conditions:

18.01 Bereavement Leave.

- a. Three (3) days of paid bereavement leave shall be granted to a regular (full or part-time) employee who has suffered the loss of an immediate family member, unless an employee requests a shorter leave. The employee will be paid at his or her base rate of pay plus any applicable differential. Part-time

employees will be paid for scheduled hours during the three (3) day bereavement period. Such leave will include the day of the immediate family member's funeral or other service. Other employees may have a "domestic partner" that does not meet the technical definition of "immediate" family as defined by this policy. Accordingly, as a special rule, employees who are bereaved as a result of the loss of such loved ones may request that this policy be extended to cover their situation.

- b. One (1) day of paid bereavement leave shall be granted to a regular (full- or part-time) employee who has suffered the loss of an extended family member. This day will only be granted for the day of the extended family member's funeral or other service, or to use for long distance travel to attend the funeral or other service. For purposes of this section, "long distance" travel is round trip travel reasonably expected to exceed four (4) hours.
- c. In the event an employee is absent more than three (3) days in the case of the death of an immediate family member or more than one (1) day in the case of the death of an extended family member, paid time off (PTO) may be used, if available, with the approval of the employee's immediate supervisor. If more time off is needed or no PTO time is available, the employee may request an unpaid personal leave.
- d. Immediate Family: As defined by this policy, an employee's immediate family is deemed to include the following relatives: grandmother, grandfather, mother, father, spouse, children, grandchildren, brother and sister. In addition, in-laws (i.e. the same categories of relatives by marriage) are also deemed to be members of an employee's immediate family. Further, this definition also includes great-grandparents, great-grandchildren, foster children, wards and adopted children, and step-children.
- e. Extended Family: An employee's extended family is deemed to include other relatives who do not meet the definition of "immediate" family members, but who are nieces and nephews, aunts or uncles of the employee or his/her spouse.
- f. It is recognized that some employees may have been raised for all or a significant portion of their childhood by an "aunt," "uncle" or other individual who does not meet the definition of "immediate" or "extended" family member as defined in this policy. Accordingly, as a special rule, employees who are bereaved as a result of the loss of such loved ones may request that this policy be extended to cover their situation. Permission may be granted by the employee's supervisor in consultation with an employee relations manager.
- g. If a death of another person (i.e. someone who is not an immediate or extended family member) occurs, the employee should call his/her supervisor to discuss the situation, but the employee will not be granted any bereavement leave under the terms of this policy. Employees may request paid time off (PTO) in such situations.

18.02 Absence for jury duty, or service as witness: Any regular employee who has been lawfully summoned to report for jury service, or to appear as a witness, or serves on an election board, will be paid by the Company at his/her basic hourly rate of pay plus any applicable differential, for such regular time as the employee is required to be absent from duty.

- a. Any such employee who on any day is excused from such jury or witness or election board duty at a time that will permit them to return to work for a part of the day, shall communicate with his/her immediate supervisor (outside of the Bargaining Unit) for such assignment as is reasonable under the circumstances.
- b. Employees out on jury duty will be allowed to keep jury duty payments as well as their regular pay.

18.03 Absence for Union Business: Service and other business conditions permitting, any employee who is an authorized representative of the Union and whose Union assignment requires that the employee be absent from the Company will, upon request by the employee to the employee's immediate supervisor (outside of the Bargaining Unit) be excused with pay subject to the Local Union reimbursing the Company.

- a. All requests for excused absences shall be made in writing and as far in advance as possible and the Company shall act promptly upon each request and respond in writing. Such excused absences shall not exceed fifteen (15) consecutive calendar days, or a total of forty-five (45) working days in any calendar year, with the exception of the Local Union President, whose absences shall not exceed a total of sixty (60) working days in a calendar year.
- b. No more than three (3) employees from any one (1) department or four (4) employees in total shall at any one time be excused unless in special cases, other arrangements are made and agreed upon between the Company and the Union a reasonable period in advance. In addition, no more than one (1) employee per work group shall at any one time be excused unless such other arrangements are made.
- c. Any employee who is absent for Union Business will be allowed to continue his/her regular contribution into the 401(k) savings plan consistent with the normal percentile that they have selected and that is deducted from each payroll period.

ARTICLE 19

PERSONAL LEAVES OF ABSENCE

19.01 To the extent that the needs of the service will permit, the Company will, for good cause, grant an authorized personal leave of absence, without pay, for any period not in excess of six (6) months, to any regular employee who requests the same and

furnish the employee and the President of the Local Union each with a written copy thereof, provided that:

- a. Leaves of absence granted to regular employees entering the Armed Forces of the United States under any law now in effect or which may be enacted will be granted as provided by Article 21, "Military Leaves";
 - b. Except as provided in Paragraph d. below, service considered in the determination of seniority, wage rates, PTO time, or other purposes shall be retained but shall not accrue during any leave of absence granted or taken after the effective date of this Agreement.
 - c. Working for another employer or becoming otherwise gainfully employed during a leave of absence, except as provided in subparagraph d., without the written sanction of the Company shall be deemed as a termination of employment with the Company;
 - d. If an employee is elected to fill a term of office with the Local Union which requires that they be absent from duty with the Company and both the Union and the employee request, in writing as far in advance as possible (normally not less than sixty (60) days), that the employee be granted a leave of absence, then the Company will grant him a leave of absence, with accrual of seniority, for not to exceed six (6) months. No more than one (1) employee shall be on leave of absence for Union business at one time;
 - e. If applications for leaves of absence exceed the number of employees that the Company feels can be released, applications shall be granted first to those who are unable to work as shown by the written advice of their physicians and then according to the seniority of the other employees involved.
 - f. All requests for leaves of absence shall be submitted at least thirty (30) days in advance, if possible.
 - g. Employees must use up to forty (40) hours per year of any accrued, or unaccrued but available, PTO coincident with any absence from work associated with a personal leave of absence under this Article.
- 19.02 An employee will, upon his/her return from a leave of absence which is not subject to Article 31, Disability Leaves (Including Worker's Compensation), be subject to the seniority and associated provisions of this Agreement. Provided that he/she has the physical and mental fitness and capacity to perform the work, the employee will be reinstated to active duty in accordance with the following:
- a. To the same job, and at the same level of the wage progression schedule the employee left when the employee's leave of absence began, provided that job is available; otherwise

- b. To work generally similar to that in which the employee was engaged immediately prior to the beginning of the employee's leave of absence, and at the appropriate wage rate applicable to such work, provided that such job is available. If such job is not available, the employee shall be subject to the recall provisions of Article 25, Force Adjustments.

ARTICLE 20
FAMILY AND MEDICAL LEAVE

20.01 As provided under the federal "Family and Medical Leave Act (FMLA)", the Company shall recognize an eligible employee's right to an unpaid leave of absence to a maximum of twelve (12) work weeks in a revolving twelve (12) month period for those specific medical and family needs provided under the statute (see below). In order to be eligible for this leave an employee must have worked for the Company for at least twelve (12) months, and one thousand two hundred fifty (1,250) hours in the last twelve (12) months prior to requesting the leave.

The following reasons allow an eligible employee to take this leave:

- a. For the birth of a child, and to care for the newborn child;
- b. For the placement with the employee of a child for adoption or foster care, and to care for the newly placed child;
- c. To care for an immediate family member (spouse, child or parent) with a serious health condition;
- d. When the employee is unable to work because of a serious health condition.

All of the protections provided to and the procedures required of eligible employees under the FMLA shall be recognized by the Company. The process for requesting and the regulating of a FMLA leave shall be consistent with the existing corporate benefit program.

Should the Company or the State of Minnesota, provide greater benefits than mandated under the FMLA to its other employees, those benefits shall be extended to employees covered under and for the term of this Agreement.

20.02 Employees must use up to forty (40) hours per year of any accrued PTO coincident with any absence from work associated with a FMLA leave under this Article.

ARTICLE 21
MILITARY LEAVES

21.01 Leaves of absence will be granted to all regular employees entering the Armed Forces of the United States under any law now in effect, or which may be enacted. Such leaves, hereinafter referred to as military leaves, will be for the initial period

of the employee's military service and of any hospitalization continuing after discharge for a period of not more than one (1) year.

- 21.02 Employees granted such military leaves shall continue to accrue seniority during such leave.
- 21.03 Any employee who enlists in, or who is inducted into, the military forces of the United States shall be re-employed in accordance with the re-employment rights provided under the Vietnam Era Veterans' Readjustment Assistance Act, as of now or hereafter amended.
- 21.04 If at the time of application for re-employment by an employee who has been in military services, no vacancy exists, one may be created by discharge or layoff. Any layoff shall be made in accordance with the procedure outlined in Article 22, Force Adjustments.
- 21.05 Employees granted military leaves who are eligible for PTO in the current calendar year, which they have not already taken, shall at the time of their induction, or within a reasonable period thereafter, receive the appropriate PTO, or unpaid portion thereof.
- 21.06 Employees out on short-term military leave will receive base salary wages for up to two (2) weeks in any calendar year. These employees will retain their military pay. Short-term military service for periods of longer duration will be treated as a leave of absence, unless the employee chooses to take his/her PTO in conjunction with this military service. Employees will not be required to take PTO. Suitable arrangements should be made in advance with the immediate supervisor.
- 21.07 Reserve Duty or Training: Employees must use up to forty (40) hours per year of any accrued PTO coincident with any absence from work for reserve duty or training except that an employee shall not be required to use any available PTO coincident with the annual two (2) week reserve training.

ARTICLE 22

FORCE ADJUSTMENTS

- 22.01 It is understood and agreed that in all cases of force adjustments (lay-off, reallocation of positions, bumping and recall from lay-off), the following process shall be controlling:
 - a. At such time that the Company determines that a force adjustment is necessary, the Company shall notify the Union of the job classification(s), location(s) and number of employees which need to be reduced. The Company will provide employees who will be affected by the force reduction with a minimum of fifteen (15) days' notice. In all instances of a force adjustment as defined above, the Company will be solely responsible for determining the date that the lay-off will take place, when the bumping process would be implemented and when a recall to work is needed.

- b. When a force adjustment is required, the Company will first identify the number of positions, the location(s) and the job classification(s) and function(s) which need to be reduced. The reduction will take place in the following order:
- i. Temporary and probationary employees: Temporary and probationary employees will be laid off first. These employees have no rights to a severance or recall to available positions.
 - ii. Part-time employees: Part-time employees will be laid off next in the inverse order of seniority (least senior first).
 - iii. Regular employees: Employees who are regularly scheduled forty (40) hours per week shall be laid off next in the inverse order of seniority.
 - iv. The provisions of Paragraph b, subparagraphs i. through iii. need not apply if it would require the Company to layoff an employee who possesses the necessary skill to properly perform the work available, at the time of layoff, and which must be performed, and which is not possessed by employees with greater seniority.

22.02 Nothing herein shall prohibit the Company from first seeking volunteers prior to the implementation of Paragraph b., subparagraphs i. – iv. above.

22.03 If an employee is to be involuntarily transferred as a result of a force adjustment, the employee will first be reassigned to an available vacant job(s) within the exchanges covered by this collective bargaining agreement. This reassignment will be within the criteria set forth in Section 22.06 herein and employees will only be reassigned to jobs that are lateral or down; **it is understood that any employee may be involuntarily reassigned to the Service Assurance Representative (Dispatch) classification under this provision.** Such reassignments to vacant positions within exchanges covered by the contract shall be in the order of seniority (most senior to least senior) within the group(s) targeted for a force adjustment. The reallocation of such affected employees to the vacant positions within the contractual exchanges shall take preference over Article 22, Job Vacancies and Bidding. All transfers under this provision shall be considered involuntary.

22.04 Employees whose service is terminated because of technological change shall be offered a transfer in lieu of termination pay if such a transfer is available. If the employee for good reason cannot accept an offered transfer to another department or location where work is available, the employee shall not by reason of the employee's failure to make such transfer forfeit his rights, if any, to termination pay in accordance with Article 23, Termination Pay.

22.05 Employees who are involuntarily transferred or reassigned, **and employees who bump under the provisions of Section 22.06**, are required to meet the minimum standards of the job within a ninety (90) calendar day period. For Sales and

Service Consultants, the ninety (90) day period will begin when training ends. Within one hundred twenty (120) calendar days the employee will be required to satisfactorily perform the major responsibilities of the job. If the Company determines that the employee does not satisfactorily meet the job requirements of the new position, the employee will be eligible for the layoff severance available at the time of the original involuntary transfer/reassignment.

22.06 Force adjustments and bumping shall be implemented within the targeted job classification and location in accordance with the following:

- a. Seniority shall be exercised on a statewide basis within job classification;
- b. If there is no less senior employee in the job classification, then the employee will bump the least senior employee within a job function he/she was regularly assigned to within the past six (6) years;
- c. If Section 22.06, Paragraphs a. and b., cannot be fulfilled then the employee may bump to the least senior entry-level position in the state (SAR – Dispatch);
 - i. **Tier I Sales and Service Specialists who are involuntarily reassigned to, or bump into, the Service Assurance Representative (Dispatch) classification, and have no other options to maintain employment, will be assigned to the Service Assurance Representative (Dispatch) Group A wage schedule.**
- d. Section 22.06, Paragraphs a., b. and c. above will be implemented until all force adjustments are made;
- e. Bumping in accordance with the above may only occur laterally or down. Employees may not bump into a higher wage or skill job;
- f. **Except as provided in Section 22.06c(i)**, for the purpose of this Article Sales and Service Specialists in Tiers I and II shall be considered one group. Differences in the wage scales will not be applicable.

22.07 In cases where an employee accepts a job with a lower rate of pay, the employee's pay shall not be immediately reduced but shall be adjusted in the following manner:

- a. The first six (6) months, there shall be no reduction in the employee's base hourly rate from the employee's previously held job;
- b. The second six (6) months, the employee's rate of pay shall be reduced by half between the former job and the new job;
- c. At the end of twelve (12) months, the employee's pay shall be reduced to the rate applicable to the new job;

- d. If it becomes possible for an employee to return to the employee's previously held job, the employee will be reinstated at his/her normal wage progression level.

22.08 Recall:

- a. In rehiring employees laid off under the provisions contained herein, the Company shall first offer employment to regular full time employees having the highest seniority, provided however that the period of continuous layoff of such former employees does not exceed twenty-four (24) months. Prior to filling a position effected by this reduction in force, the Company shall offer re-employment to an employee on recall, in accordance with this Article.
- b. At such time as an employee has been recalled, within the twenty-four (24) month recall period, the employee shall receive seniority credit for the period of the layoff upon re-employment.
- c. At such time as regular jobs become available, recall shall be based on return to the job that an employee held previously, based on the employee's seniority. The Company shall recall an employee to an available job by sending a Certified, Return Receipt Requested letter to the employee's last known address. The employee is required to respond within five (5) working days of receipt of the letter. If no response is received or if an employee refuses an offer of employment when on recall, he/she will be terminated and no longer have recall rights to a job. Employees on lay off will keep the Company informed at all times of their current mailing address.
- d. Upon termination as a result of a reduction in force, the employee shall receive wages for hours worked and earned PTO that has not been used. COBRA notices shall be sent to employees individually upon termination.

22.09 Relocation Allowance:

An employee that is involuntarily transferred or reassigned, **and an employee who bumps under the provisions of Section 22.06**, to a reporting location which is thirty (30) miles or more from the employee's current District will be eligible for a relocation allowance of two thousand five hundred dollars (\$2,500.00.) This relocation allowance only applies to force adjustments, not changes in reporting centers.

ARTICLE 23
TERMINATION PAY

- 23.01 Regular employees hired on or after June 2, 1995 whose services are terminated due to a layoff shall be eligible to receive termination pay in accordance with the following table if on their termination date they have at least one (1) year of net credited service with the Company:

<u>Number of Years Net Credited Service</u>	<u>Number of Weeks Regular Pay</u>
Less than one (1) year	None
One (1) year but less than two (2) years	One (1) Week
Two (2) years but less than five (5) years	Three (3) Weeks
Five (5) years but less than ten (10) years	Eight (8) Weeks
Ten (10) years and thereafter	One (1) Week per Year of Service to a Maximum of Twenty (20) weeks

- 23.02 Regular employees with a hire date before June 2, 1995 whose services are terminated due to a layoff shall be eligible to receive termination pay in the amount of two (2) weeks for each year of service, up to a maximum of forty (40) weeks, provided they have at least ten (10) years of service with the Company on their termination date. The termination pay of an Employee whose service includes a fractional year shall be pro-rated based on the number of full months in the fractional year.
- 23.03 Part-time employees hired on or after December 2, 1995 whose services are terminated due to a layoff shall be eligible to receive termination pay according to the schedule of payment set forth in Section 23.01 above, provided they have one at least (1) year but less than ten (10) years of net credited service with the Company, based on their equivalent full-time net credited service using regular hours worked excluding overtime.
- 23.04 Part-time employees hired before December 2, 1995 whose services are terminated due to a layoff shall be eligible to receive termination pay according to the schedule of payment set forth in Section 23.02 above, provided they have ten (10) years or more of service with the Company, based on their equivalent full-time net credited service using regular hours worked excluding overtime.
- 23.05 Termination pay under this Article 23 shall be in addition to earned compensation and pay for any accrued remaining PTO time to which the employee is eligible at the time of the employee's termination and without regard to unemployment compensation.
- 23.06 The rate of pay to be used in calculating termination pay shall be the employee's regular rate including applicable differentials in effect at the time the employee's services are terminated.
- 23.07 The Company may elect to pay termination pay either in a single lump sum or in equal bi-weekly or monthly payments to be spread over a period equal to the number of weeks to be paid.

23.08 An employee eligible to receive termination pay under this Article 23 shall be eligible to receive health (i.e., medical, dental, and vision) coverage at the same level of coverage (employee only, family, etc.) that the employee had at the time of termination.

The duration of such Company-paid coverage shall be (i) three (3) months for an employee entitled to termination pay under Section 23.01 or 23.03 and (ii) for an employee who is eligible to receive termination pay under Section 23.02 or 23.04, the period for which the employee receives termination pay or six (6) months, whichever is less. Such coverage will be discontinued upon a COBRA disqualifying event (such as becoming covered under another health plan). The Company shall pay the full cost of coverage under this Section; there shall be no employee premium contribution.

23.09 The period of health coverage provided in accordance with this Article will count against the period of continuation coverage that an employee may elect under COBRA.

23.10 If an employee is rehired prior to the expiration of that period of time covered by the employee's termination pay, the employee shall remit termination pay which represents those weeks of employment after the date of recall on a pro-rate basis.

23.11 If an employee who has received termination pay is brought back to work and the employee's services are again terminated, the term of employment used in computing any termination pay allowable will include only the period of continuous employment since the employee's date of rehire.

23.12 At such time as an employee has been recalled, within the twenty-four (24) month recall period, the employee shall receive seniority credit for the period of the layoff upon re-employment.

23.13 If, during the twenty-four (24) month recall period, the employee has not been recalled to an available job within the Company, the employee will be automatically separated from employment by the Company.

23.14 The provisions of this Article shall not apply to employees who are discharged for cause or whose services terminate for any reason other than as the result of a layoff.

ARTICLE 24 **GRIEVANCE PROCEDURE**

24.01 Should any grievance or difference arise between the Company and the Union, or any employee or employees covered by this Agreement, as to any alleged unjust discharge, or any alleged unjust treatment, including alleged unjust treatment in connection with matters adversely affecting the protection during working hours of the health and safety of employees generally, or the application or interpretation, or alleged violation of the provisions of this Agreement, such grievance or difference shall be processed in accordance with the following procedure:

Note: "Days" as used in this Article shall not include Saturdays, Sundays or holidays as specified in this Agreement.

"Employee" as used under this heading shall mean "Employee" or "Employees".

Step 1. The grievance shall first be discussed by the aggrieved employee, who may be accompanied by a Union Representative for the unit in which the aggrieved employee is employed, with the immediate supervisor (outside of the Bargaining Unit).

If the aggrieved employee is accompanied by a properly authorized Union Representative, no Company Representative shall, thereafter, discuss the grievance with the employee involved, pending final disposition of the matter, without first notifying the Union's properly authorized representative and giving them the opportunity to be present.

If the grievance is not adjusted or disposed of within three (3) days after the grievance is submitted, then the matter shall, at the request of the aggrieved employee within three (3) additional days, be reduced to writing, dated, signed by the aggrieved employee, and/or the Union Representative, (authorized to act with regard to the grievance at this Step) shall state the specific provision of the Agreement allegedly violated and the relief sought, and shall be submitted at the request of the aggrieved employee to Step 2.

Step 2. The Company's Departmental Manager having jurisdiction and the Local Union President (or the designated representative) may be accompanied by the aggrieved employee, shall then attempt to settle the grievance or difference.

If the grievance or difference is not adjusted or disposed of within seven (7) days, it shall, within four (4) additional days, be reduced to writing, dated, signed by the employee and/or the Local Union President; one copy given to the Company's representative having jurisdiction and at the request of the Local Union President, be submitted to Step 3.

Requisite conformed copies shall be submitted by the Local Union President to the CWA Representative to whom the Local Union has been assigned and by the Company's Departmental Manager having jurisdiction as to the Company's Employee Relations Manager.

Step 3. The Company's General Manager (or designated representative) and the Union's representative (authorized to act with regard to the grievance at this level), shall then attempt to settle the grievance.

If a satisfactory adjustment or withdrawal of the grievance or difference is not obtained within ten (10) days - or any extension of this period mutually

agreed upon in writing - after such grievance or difference was first submitted under Step 3, then either party shall, subject to the provisions of Article 25 have the right to, at any time within the next following thirty (30) days, submit the grievance or difference to arbitration by delivering to the other written notice of its intention to do so effective ten (10) days after the date of delivery of such notice unless satisfactory adjustment or withdrawal is obtained in the interim.

- 24.02 The time limits specified in any of the foregoing Steps may be extended with respect to the particular grievance or difference by mutual consent of the parties hereto expressed in writing. If a grievance is not presented or processed within the time limits specified in this Article (or within an agreed extension period), the grievance and the issue(s) contained therein shall be considered closed and the underlying issues resolved.
- 24.03 Any grievance shall be presented as soon as practicable after the last occurrence, but in no event later than fifteen (15) days thereafter. Failure to submit a grievance within such period shall constitute a bar to further action thereon, unless it is shown that such failure was due to causes beyond the control of the employee, or that neither the employee nor the Union knew that the cause of the grievance existed.
- 24.04 The aggrieved employee and employees acting as authorized representatives of the Union, may discuss and investigate grievances when authorized in writing by a Company Representative during their scheduled work day or scheduled work week without loss of pay.
- 24.05 In the event that an aggrieved employee and/or his representative employed by the Company or other employees are requested by the Company to leave their normal working area in the handling of an alleged grievance or difference, the Company will reimburse the employee and/or his representative (employed by the Company) or other employees for their reasonable board, lodging and transportation expense incurred in connection therewith.

ARTICLE 25
ARBITRATION PROCEDURE

Note: "Days" as used under this heading shall not include Saturdays, Sundays or holidays as specified in this Agreement.

"Employee" as used under this heading shall mean "Employee" or "Employees".

- 25.01 The provisions for arbitration under this Agreement only apply to those matters, which are referred to in Paragraphs a. and b. below:
 - a. Any grievance or difference involving the alleged unjust discharge, or the interpretation, or alleged violation of any of the provisions of this Agreement;
or

- b. Any particular grievance or difference not included in the preceding subparagraph a. may be submitted to arbitration by mutual agreement of the parties hereto.

25.02 The procedure for arbitration shall be as follows:

- a. If a satisfactory adjustment or withdrawal of a grievance or difference is not obtained in accordance with Article 24.01, Grievance Procedure, Step 3, the moving party shall, subject to the provisions of this Article 25, Arbitration Procedure, have the right, at any time within the thirty (30) day period described in Article 24.01, submit the grievance or difference to arbitration by delivering to the other written notice of its intention to do so effective ten (10) days after the date of delivery of such notice.
- b. Once written notice has been given, the moving party shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) neutral arbitrators from its panel. The parties shall alternate in striking the names; the representative of the aggrieved party exercising the first (1st) strike, the responding party exercising the second strike, and so on until only one (1) name remains.

This process should normally occur within twenty-one (21) days of receipt of the FMCS list. Hearings will proceed with reasonable promptness after the parties have selected the arbitrator, or otherwise as mutually agreed. The arbitrator shall render a decision in writing within sixty (60) calendar days of the hearing.

25.03 The decision of the arbitrator appointed in accordance with the foregoing provisions shall be limited to making an award relating to the interpretation of, or adherence to, the written provisions of this Agreement, and the arbitrator shall have no authority to amend, add to, subtract from, disregard or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be in writing, confined to the issues raised in the written grievance, and the arbitrator shall have no power to decide any other issue. The award of the arbitrator shall be final and binding upon the Company, the Union, and any employees involved.

25.04 The fees and expenses of the neutral arbitrator shall be divided equally by the parties.

25.05 No employee shall be paid by the Company for any time lost while acting on behalf of the Union during arbitration proceedings.

ARTICLE 26

UNION ACTIVITY ON COMPANY PREMISES

26.01 Neither the Union, its representatives, nor its members shall carry on Union activities on Company premises, or on Company time, except that Union officers and members, who are also employees, and other authorized Union representatives may carry on legitimate Union activities outside of working periods of all

employees participating, in space where no Company operations or other work is performed, provided that:

- a. Such activity shall be limited to small groups of not to exceed three (3) employees; and
- b. Shall not interfere with the business of the Company or the use of such space for the purpose for which the space is intended; and
- c. Arrangements for the use of such space are made in advance with the appropriate supervisor (outside of the Bargaining Unit).

26.02 The Company agrees to cooperate with the Union in the investigation of circumstances surrounding any alleged grievance or accident.

26.03 This Article is not intended to prohibit authorized Union Stewards, or other authorized Union representatives from meeting with authorized Company representatives and the employee, or employees, immediately involved, relative to any alleged grievance or alleged violation of this Agreement, provided that arrangements are made for such meetings a reasonable time (under the circumstances) in advance and provided further that if these meetings are held during the working hours of any employees (including Union Stewards or other representatives) participating, then such employees shall previously have received written authorization to be excused from duty from their immediate supervisors or respective department heads.

26.04 The President of Local 7270, or designated representative, will arrange with the supervisor to meet with newly-hired employees as part of the overall orientation process, for the purpose of furnishing those new employees with information about the Union. The meeting will be limited to a maximum of sixty (60) minutes and may be coupled with a relief or lunch period. Time spent during the basic scheduled work period for each employee will be paid as time worked.

ARTICLE 27

UNION BULLETIN BOARDS

27.01 The Company will provide space for use of the Union on the Company's bulletin boards; or the Union shall have the right to mount and maintain bulletin boards at its own expense upon the Company's property at such locations and of such construction as may from time to time be mutually agreed upon in advance between the Company and the Union.

27.02 The Union's use of these bulletin boards shall be solely for notices of Union meetings; Union appointments, nominations and election of Union officers; social, education or recreational affairs of Union; and such other notices as may be mutually agreed upon between the parties. Material posted shall not contain anything political or controversial, or anything reflecting unfavorably upon the Company.

- 27.03 No material shall be posted upon these Union bulletin boards, except by a properly authorized representative of the Local Union. The Union agrees to keep all material posted neat in appearance at all times.

ARTICLE 28
COMPLIANCE WITH STATE AND FEDERAL LAWS

- 28.01 Nothing in this Agreement shall be construed to require either party to this Agreement to act contrary to any State or Federal Law or regulation, having the effect of law. In the event any such condition arises, it is agreed that this Agreement shall be modified in respect to either or both parties to the extent necessary to comply with the law.

ARTICLE 29
BENEFITS

- 29.01 Employees shall be eligible to participate in the health and welfare benefit plans and programs listed in Schedule 29.01(A) in accordance with the eligibility conditions of such plans. The terms of such participation shall be in accordance with the provisions of such plans and programs as in effect from time to time, including, in the case of the FTR High Option PPO, the specific plan features set forth in Schedule 29.01(B). In addition, the Company may in its sole discretion permit employees to participate in other non-negotiated health and welfare benefit plans and programs from time to time (“Non-Negotiated Plans”).
- 29.02 Employees shall be eligible to participate in the Frontier Communications 401(k) Savings Plan (the “Savings Plan”) in accordance with the eligibility provisions of such plan. The terms of such participation generally shall be in accordance with the provisions of the Savings Plan as in effect from time to time, but shall include the following special features:
- a. An employee may elect to make voluntary pre-tax and/or after-tax contributions of any whole percentage of eligible compensation during a payroll period up to legally allowed maximums (no more than seventy-five percent (75%) for pre-tax and fifty percent (50%) for after-tax).
 - b. The Company will match dollar for dollar each employee’s contribution up to the first three percent (3%) of compensation.
 - c. During the life of this Agreement the Company’s fixed contribution will equal three percent (3%) of base pay*. This fixed contribution will be made to the account of each active employee who is on the payroll as of **December 31, 2015, December 31, 2016, and December 31, 2017**, and will be deposited into the employee’s account no later than sixty (60) days following December 31 of each of the above years. Whether the employee elects to contribute any of his/her income to the 401(k) plan or not, the Company will automatically contribute the three percent (3%) fixed Company contribution for the life of

the Agreement. For employees hired before June 1, 2009, this fixed contribution shall be immediately one hundred percent (100%) vested. For employees hired on or after June 1, 2009, vesting shall be governed by the vesting table in paragraph d. below. Regardless of the employee's compensation level, there is no cap on the fixed Company contribution for compensation up to two hundred twenty thousand (\$220,000), as indexed.

* Note: Base pay is any pay an employee receives from the Company as base wages. The Team Performance Bonus is not included in the calculation of base pay.

- d. For employees hired before June 1, 2009, all matching and fixed contributions shall be immediately one hundred percent (100%) vested. For employees hired on and after June 1, 2009, Company fixed and matching contributions shall be vested as specified in the following table:

Years of Service	Vesting
Less than 2 Years of service	0%
2 Years of service	40%
3 Years of service	60%
4 Years of service	80%
5 Years of service	100%

- e. The Company will not change the above contributions during the term of this Agreement unless mutually agreed to.
- f. Beginning January 1, 2013, the Company agrees to make a Roth IRA option available to employees through payroll deduction.

29.03 Retiree Medical Benefits

- a. All employees who retire from the Company as of January 1, 1996, and thereafter, who are age fifty-five (55) or older, and who are eligible to receive a service pension, shall be eligible to receive a retiree medical health care benefit consistent with the chart below;
- b. Employees who were hired prior to May 1, 1998 or before, and who do not receive a service pension, shall be eligible for health care medical benefits upon separation from active employment with the Company provided they are age fifty-five (55) and meet the service qualifications listed in the chart below;
- c. Employees on the active payroll prior to May 1, 1998, and who have at least thirty (30) years of service with the Company and who are at least fifty-five (55) years of age will receive retiree medical benefits in accordance with their retirement date and the applicable chart below; in no event will the retiree's dollar share of the premium relative to the prior year increase by more than twenty-five percent (25%) of what the retiree was paying the prior year.

- d. Employees on the active payroll prior to May 1, 1998, and who retire prior to age sixty-five (65) with less than fifteen (15) years of service will be responsible for the entire cost of their medical insurance:

Until December 31, 2007

Years of Svc. At Retirement	Contributions Before Age 65		Contributions After Age 65	
	Paid by Company	Paid by Retiree	Paid by Company	Paid by Retiree
>29	85%	15%	100%	0%
25-29	80%	20%	100%	0%
20-24	60%	40%	100%	0%
15-19	40%	60%	100%	0%
9 -14	0%	100%	0%	100%
< 9 years	N/A	N/A	N/A	N/A

EFFECTIVE January 1, 2008*

Years of Svc. At Retirement	Contributions Before Age 65		Contributions After Age 65	
	Paid by Company	Paid by Retiree	Paid by Company	Paid by Retiree
25 and over	80%	20%	80%	20%
20-24	60%	40%	80%	20%
15-19	40%	60%	80%	20%
9-14	0%	100%	0%	100%
< 9 years	N/A	N/A	N/A	N/A

* Retirees and spouses eligible for Medicare prior to age sixty-five (65) must enroll in the Medicare plan.

- e. Employees who were hired on or after May 1, 1998 will have no health care coverage upon separation from active employment with the Company;
- f. An employee who retires under a service pension may select a survivor option benefit to be paid to his/her spouse, upon the employee's death. If this benefit is selected, at the time of the retiree's death, the spouse may continue medical coverage through the Company plan. In this instance, the spouse will be required to pay the full cost of the retiree medical coverage. The spouse of an employee who does not select the survivor option will, upon the retiree's death, be required to pay the full cost of retiree medical insurance coverage. If an employee does not select the survivor option as part of his/her service pension, the employee's spouse will not be eligible to continue retiree medical coverage under the Company plan;
- g. An employee eligible for retiree medical benefits under this Section does not have to be a participant in the Company medical plans at retirement in order to receive the retiree medical benefit;

- h. The Company will not change the above contributions unless mutually agreed to.
- i. Beginning January 1, 2013, employees eligible for Retiree Medical will be able to elect between two (2) coverage levels; Retiree (single) or Retiree +1. Family coverage will no longer be available.

29.04 Basic Life Insurance. Through December 31, 2015, eligible employees will be provided Company-paid basic term life insurance coverage equal to the employee's base annual wages rounded to the next higher one thousand dollars (\$1,000), if not already a multiple of one thousand dollars (\$1,000). Effective January 1, 2016, eligible employees will be provided Company-paid basic term life insurance coverage using a Years of Service-based formula, as follows:

Years of Service	Benefit
Less than 5	\$10,000
5 to less than 10	\$15,000
10 to less than 15	\$20,000
15 to less than 25	\$30,000
25 to less than 35	\$40,000
35 or more	\$50,000

- 29.05 Notwithstanding anything to the contrary in this Article 29, to the extent permitted by law the Company shall have complete discretion to amend, terminate, or replace any plan or program from time to time for any reason, provided that such amendments, terminations, or replacements to any plan or program other than a Non-Negotiated Plan shall not, in the aggregate, have a material adverse effect during the term of this Agreement on employees taken as a whole (i.e., as determined without regard to the effect on any given employee). The Company shall have complete discretion to change a carrier, third-party administrator, and/or preferred provider network, and no such change shall be taken into account for purposes of applying the material adverse effect test of the preceding sentence. For purposes of this Section 29.04 the changes in plan features that are set forth in Schedule 29.01(B) do not constitute amendments.
- 29.06 The selection of a carrier, third (3rd) party administrator, and/or preferred provider network, and the administration of the health, welfare and savings plans shall not be subject to arbitration.
- 29.07 The Company has established a Voluntary Employees' Beneficiary Association (VEBA) trust. The Company shall in its sole discretion administer this trust subject to applicable laws and regulations.

SCHEDULE 29.01(A)
Health and Welfare Benefits

1. Medical Plan
 - a. FTR High Option PPO
2. Dental Plans
 - a. FTR **Silver** Dental
 - b. FTR **Platinum** Dental
3. Vision Plan
 - a. VSP Vision Plan
4. Life Insurance Plans
 - a. Basic (**Company-paid**)
 - b. Supplemental
 - c. Spousal Life
 - d. Child Life
5. Long Term Disability Plans
 - a. Basic (**Company-paid**)
 - b. Supplemental
6. Personal Accident Insurance/AD&D
7. Cafeteria Plan Flexible Spending Accounts
8. Cafeteria Plan Flex Credits, **Wellness Credits and Surcharges**
 - a. Medical, Dental and VSP Vision Plan:
 - i. 2015: Company-provided flex credit is seventy-six percent (76%) of cost of FTR High-Option PPO + seventy-five percent (75%) cost of FTR **Silver** Dental Plan + seventy-five percent (75%) of VSP Vision Plan (but in no event will the increase in the employee's share of cost relative to the prior year exceed twenty-five percent (25%) of what the employee was paying the prior year).
 - ii. **2016, 2017 and 2018: Company-provided flex credit is seventy-four percent (74%) of the cost of the FTR High Option PPO, plus seventy-five percent (75%) of the cost of the FTR Silver Dental Plan, plus seventy-five percent (75%) of the cost of the VSP Vision Plan (but in no event will the increase in the employee's share of cost relative to the prior year exceed twenty-five percent (25%) of what the employee was paying the prior year).**

- iii. **Wellness Credits:** effective January 1, 2016, employees and their spouses who enroll in any Medical Plan offered by the Company are each eligible to receive a seventy-five dollar (\$75.00) “wellness” credit per calendar year (a maximum of one hundred fifty dollars (\$150.00) per calendar year). In order to be eligible for this credit, the employee or the employee’s spouse must complete an annual physical exam, including biometric measurements

 - iv. **Tobacco User Surcharge:** Employees and/or covered spouses who use tobacco shall pay a supplemental tobacco user premium equal to ten percent (10%) of the Medical Plan’s monthly premium or premium equivalent cost for single coverage. (Note: The Company currently sponsors a smoking cessation program. Additional information can be found on the Frontier Benefit Center web site.)

 - v. **PPACA-Mandated Taxes & Fees:** Effective January 1, 2016, employees who enroll in any Medical Plan option will be responsible for payments to the Company of amounts equal to the Transitional Reinsurance Fee and the Patient Centered Outcome Research Fee under the Patient Protection and Affordable Care Act (PPACA). These payments will be added to the employee’s premium contributions.
- b. **Supplemental Term Life**
- i. **2015 through 2018:** Company-provided flex credit is based on the cost of term life covering one times an employee’s annual base pay using the age forty (40) rate.
- c. **Unused Flex Credit Payout**
- i. Employees will receive twenty-five (25%) of their unused Flex Credits in the form of cash or a 401(k) contribution at the end of the year

Schedule 29.01(B)
Medical Plan Features

Plan Features ⁽¹⁾	FTR High Option PPO Plan			
	2015	2016	2017	2018
In-Network				
Annual Medical OOP Max	\$2,500 Individual \$5,000 Family	\$3,000 Individual \$6,000 Family	\$3,000 Individual \$6,000 Family	\$3,000 Individual \$6,000 Family
Primary Care Office Visits	\$30 copay	\$35 copay	\$35 copay	\$35 copay
Specialist Office Visits	\$45 copay	\$45 copay	\$45 copay	\$50 copay
Routine Physical Exam	100% Company Paid	100% Company Paid	100% Company Paid	100% Company Paid
Routine Well Woman Care	100% Company Paid	100% Company Paid	100% Company Paid	100% Company Paid
Outpatient Lab and X-Ray	\$30 copay	\$35 copay	\$35 copay	\$40 copay
Advanced Diagnostic Radiology Services (MRI, MRA, CT-scan, Pet-scan)	10% employee coinsurance	10% employee coinsurance	10% employee coinsurance	10% employee coinsurance
Inpatient Hospital & Related Services	\$150 copay; then 10% employee coinsurance	\$150 copay; then 10% employee coinsurance	\$150 copay; then 10% employee coinsurance	\$175 copay; then 10% employee coinsurance
Outpatient Surgery and Related Services	\$150 copay; then 10% employee coinsurance	\$150 copay; then 10% employee coinsurance	\$150 copay; then 10% employee coinsurance	\$175 copay; then 10% employee coinsurance
Inpatient Mental Health & Substance Abuse	\$150 copay; then 10% employee coinsurance	\$150 copay; then 10% employee coinsurance	\$150 copay; then 10% employee coinsurance	\$175 copay; then 10% employee coinsurance
Outpatient Mental Health & Substance Abuse	\$30 copay	\$35 copay	\$35 copay	\$35 copay
Urgent Care	\$30 copay	\$35 copay	\$35 copay	\$35 copay
Hospital ER	\$150 copay	\$150 copay	\$150 copay	\$150 copay
Retail Prescription Drugs (30-day Supply)				
Generic	\$15	\$15	\$15	\$15
Formulary	\$35	\$35	\$40	\$40
Non-Formulary	\$50	\$50	\$55	\$55
Other Drugs	\$60	\$60	\$75	\$75
Mail Order Prescription Drugs (90-day Supply)				
Generic	\$37.50	\$37.50	\$37.50	\$37.50
Formulary	\$87.50	\$87.50	\$100.00	\$100.00
Non-Formulary	\$125.00	\$125.00	\$137.50	\$137.50
Other Drugs	\$150.00	\$150.00	\$187.50	\$187.50

Important Notes:

(1) Various benefit limitations that are summarized in the 2015 Summary Plan Description will continue to apply for the duration of the contract.

ARTICLE 30
SHORT-TERM DISABILITY/LONG-TERM DISABILITY

30.01 Short Term Disability Pay

- a. If an employee becomes ill or disabled and unable to work, the employee will be eligible for Short-term Disability (STD). New employees may utilize PTO, to the extent permitted by Article 14 **or Article 15 (as applicable to the employee)**, upon becoming ill/disabled. If circumstances warrant, the Company may require the employee on STD to provide medical certification of the employee's inability to work due to illness or disability. The Company may also require medical certification that the employee may return to work following an absence due to illness or disability. Medical updates may be required periodically during such a leave, and medical certification will be required, including an independent medical examination, paid for by the Company, at the Company's sole discretion. Eligibility for STD begins after six (6) months of continuous full-time employment.
- b. Coverage under the STD program begins on the sixth (6th) consecutive work day of an employee's absence due to illness or disability. The first five (5) consecutive working days of absence due to illness will be deducted from an employee's PTO allocation. If an individual does not have any PTO time available these first five (5) days are unpaid. An employee who needs to take an individual day(s) for illness is to use PTO.
- c. Beginning on the sixth (6th) consecutive working day, the employee will be covered by the Company's STD plan and procedures. The plan provides one hundred percent (100%) pay from the sixth (6th) consecutive (work) day the employee has been absent due to illness/disability through the thirtieth (30th) consecutive calendar day of that illness. The thirtieth (31st) through the ninetieth (90th) day are paid at seventy-five percent (75%) of regular base pay, and the ninety-first (91st) through the one hundred eightieth (180th) day are paid at sixty-seven percent (67%) of regular base pay.

30.02 Long Term Disability Pay

- a. Commencing on the one hundred eighty first (181st) day of consecutive absence, the employee may be eligible for Long-Term Disability (LTD) coverage in accordance with the terms of the Frontier Communications LTD plan which is in effect at the time the employee becomes eligible for LTD coverage. **Premiums for coverage under the Basic LTD Insurance Plan will be fully paid by the Company. Under the Basic LTD Plan, the monthly benefit for approved LTD absences is fifty percent (50%) of the employee's basic monthly earnings, up to a maximum of three thousand dollars (\$3000.00) per month for disabilities commencing on or before December 31, 2015, and up to a maximum of two thousand eighty three dollars (\$2083.00) per month for disabilities commencing on or after January 1, 2016.**

ARTICLE 31
DISABILITY LEAVES (INCLUDING WORKERS' COMPENSATION)

31.01 Illness or disability as a result of pregnancy is treated in accordance with this Article just like any other illness or disability. Illness or disability as a result of a work-related injury/illness shall be treated on the same basis as a disability leave, except as contained herein. An employee on a workers' compensation leave shall be treated in accordance with the State of Minnesota statute.

31.02 Paid Time Off

- a. Workers' Compensation: The first three (3) days of a workers' compensation leave will be paid by the Company. PTO will be accrued for a period of one hundred eighty (180) days from the start of the absence. If PTO has been scheduled but not used, the employee will be credited for the PTO. PTO that has not been used by the end of the year may be carried over in accordance with Article 14 or Article 15 (as applicable to the employee), and the balance not carried over will be paid to the employee.
- b. All Other Disability Leaves: PTO will only accrue during the period that the employee is on the active payroll and receiving a paycheck from the Company. All unpaid leaves and leaves when an employee is on the Company LTD plan do not accrue PTO.
- c. PTO will be used for disability leaves in accordance with Article 30, Short-term Disability.

31.03 Return to Duty

- a. An employee on a disability leave of six (6) months or less, who is released for full duty will be reinstated to his/her same job and wage schedule as the employee occupied during the period of absence.
- b. An employee on a disability leave of more than six (6) months, who is released for full duty, will be provided a comparable job, if one is vacant. If a comparable job is not available, then the employee will be placed on a recall list in accordance with Article 22, Force Adjustments.
- c. Upon return from any disability leave, if the employee is released to work with restrictions and is not able to perform the major responsibilities, including physical responsibilities, of his/her prior position, the employee will be offered a position which the employee is able to perform if one is vacant. If a position is not available, then the employee will be placed on a recall list in accordance with Article 22, Force Adjustments.
- d. During the recall period referred to herein, the employee on recall will be offered the position, in accordance with (b) and (c) herein, prior to the

Company recruiting from the outside. Employees returning from a disability leave do not have bumping rights.

- e. An employee on disability of less than six (6) months will accrue seniority and accredited service, if applicable.
 - i. An employee returning to his/her same job shall be reinstated at his/her prior wage schedule and wage step on the same basis as if the employee had not been on a leave. If the employee returns to a different job, he will be placed on the wage scale at a step which is commensurate with the employee's ability to perform the job.
 - ii. An employee returning to a comparable vacant position, in accordance with this Article, and if the employee is fully qualified to perform the job, the employee shall be placed on the step of the new wage scale closest to the employee's prior step.
 - iii. An employee returning to a comparable vacant position is required to show he/she is capable of performing the job in a period not to exceed thirty (30) calendar days. Upon fulfilling this requirement, the employee will have one hundred twenty (120) calendar days (including the initial thirty (30) days) to meet standard performance in the major responsibilities of the position.

Until the employee demonstrates that he/she is fully able to perform the major responsibilities of the job, including the physical responsibilities, the employee will be placed on the new wage scale at a step which is commensurate with the employee's ability to perform the job. If the employee demonstrates that he/she is fully able to perform the major responsibilities, and physical responsibilities of the job, at any time up to the one hundred twenty (120) calendar days, the employee shall be placed on the new wage scale and on the step comparable to the step level of the employee's former position, or at the step level which determines his/her level of job competence, at the discretion of the Company. If the employee is not able to fulfill these requirements within the one hundred twenty (120) calendar day period, then he shall be terminated from employment.

- iv. At such time that an employee returns to work from a disability leave, or is recalled from a disability leave, the employee will be credited with seniority equal to the full period of the leave or recall.

31.04 Upon request by the Company, an employee who is absent due to illness will have his/her physician complete and forward to the Company a certificate outlining the nature of the illness. When such a request is made, payment of paid time off benefits for illness/injury will be contingent upon the receipt of such completed certificate. Payments of benefits under the Company's Long-Term Disability Plan will be determined by the carrier in accordance with the plan.

- 31.05 Employees are required to, on a monthly basis, notify their supervisor of their leave status. An employee on a leave is to provide the employee's supervisor with at least three (3) days' notice of the employees return to work date.
- 31.06 When on an unpaid personal leave, the employee is fully responsible for payment of insurance benefits that he or she wants continued during the period of the leave. When the employee is on disability, after the initial one hundred eighty (180) day Short-term Disability period, and who is on the Company's Long-term Disability plan, he/she shall have the same level of health insurance benefits as active employees. The employee will be required to pay his/her share of the premium for the period of the leave or up to twenty-nine (29) months from the first day of the disability, whichever is less.
- 31.07 An employee on a workers' compensation leave shall **be eligible for continuation of his/her applicable insurance coverage for the full period of the leave. The Company will pay the full premium for the employee's Healthcare coverage for up to the first twelve (12) weeks on the leave; for any subsequent time on the leave the employee will be responsible for payment of his/her share of the premiums on the same basis as active employees.**
- 31.08 The benefits prescribed in this Article shall not be paid for sickness and/or disability due to gainful employment outside the Company. Any employee found to have abused the sickness or disability benefits privilege by falsification or misrepresentation shall be subject to discharge.

ARTICLE 32 **DRESS CODE**

- 32.01 The Company and the Union agree that employees should dress in a manner that is appropriate for the job they are performing. Decisions about attire should be guided by the work functions and the opportunity for customer and/or visitor contact associated with an employee's specific job duties.

All employees are expected to dress in a manner that is appropriate for the job they are performing and consistent with projecting a positive Company image. Appearance is especially important for employees whose duties involve face-to-face or close contact with customers. For such "customer-facing" employees, see the Employee Image Policy & Standards in Section 32.02 of this Article.

- a. All Employees:
- i. All shoes and clothing, including company provided uniforms, must be clean, neat and professional in appearance.
 - ii. The wearing of caps, unless part of a uniform, is prohibited during paid work time.
- b. Sales and Service Technicians; Retail Employees:

- i. Uniforms will be provided to employees who have face-to-face contact with our customers. Company-provided uniforms must be worn during scheduled hours. Beginning January 1, 2013 uniforms shirts and jackets will include identification of CWA Local 7270 on the sleeve location between the shoulder and elbow. At the Company's option, Company-provided uniforms will either be laundered at the Company's expense or employees will be provided with a laundry allowance of twenty dollars (\$20.00) per month.
- ii. Safety shoes/work boots and other required safety gear must be in compliance with company guidelines.

c. Inside Employees:

- i. A "business casual dress" policy is in effect in which employees may wear attire that is appropriate for the environment in which they work. Employees are expected to use good taste and dress in a well-groomed, businesslike manner. Appearance is important to the company's reputation. Common sense and employee safety should be the guide for the job and facility in which an employee works.

32.02 Employee Image Policy & Standards. At Frontier, presenting a professional, competent and caring image to our Customers continues to be critical in driving a competitive advantage. We must ensure that every customer is delighted by our service, our professional approach and our willingness to do whatever it takes to meet their needs. This is achieved by continuing to focus on one of our most important core values "Putting the Customer First." This value means that we demonstrate a strong customer service orientation, exemplify the highest quality standards, and protect the cleanliness of the customer environment. Therefore, we have established, in accordance with our Peace of Mind Service Delivery Initiative, the following Employee Image Policy and Standards to help support this improved customer experience.

Note: The Policy and Standards set forth in this document apply to customer-facing employees as that term is defined below. For all other employees, existing policies, standards, guidelines, and practices relating to dress and appearance continue to apply.

If you have questions about appropriate business attire, please consult with your local Human Resources Department.

Section I
BUSINESS ATTIRE/UNIFORM POLICY

Uniforms will be provided for, and must be worn by, all customer-facing employees. "Customer-facing" employees are those who have direct contact with customers at their residences, businesses, and at Company locations that serve the public.

Note on Community Events: Employees with uniforms are expected to wear their uniforms when representing the Company at community events. The Company recognizes that for some community events, business or business casual attire may be the more appropriate attire (and may be specified on the invitation or announcement).

The Company shall furnish the following uniform items:

- Shirts (such as polo shirts, and long-sleeve and short-sleeve work shirts)
- Hats
- Jacket
- Pants

Other uniform items (such as promotional items) may be available from time to time.

Employees will be responsible for the laundering of uniform items unless the Company makes other arrangements for laundering.

The following items of work equipment may be provided by the Company to further the objectives of this Employee Image Policy & Standards, and worn as outlined below:

- SHOE/BOOT COVERINGS – When entering a customer’s premises, these coverings must be worn to avoid soiling the customer’s premises.
- UNIFORM COVERALLS - When needed to prevent their uniforms from becoming soiled or damaged, or when required for safety purposes, employees should utilize coveralls over their uniform clothing. Keeping uniforms clean by the use of coveralls serves the goals of keeping uniforms clean and neat and of not soiling customers’ premises.

Section II

UNIFORM WEAR AND CARE STANDARDS

The following standards will help define acceptable uniform wear and care:

1. Safety: the first (1st) and most important consideration in wearing uniform items and accessories is safety. All safety rules and guidelines must be followed. Appropriate Personal Protective Equipment (PPE) must be worn at all times as required by Company Safety Policies, including Safety Footwear. Only Company authorized PPE may be used in accordance with Corporate Safety Standards, and may never be altered in any manner. By way of example only, where permitted, shorts may not be worn when climbing poles; entering manholes, or working around poisonous plants, animal or insect hazards.

2. Uniforms are not to be altered in any manner and must be worn during all working hours.
3. Uniform items must be clean and neat in appearance (for example, not wrinkled, torn, etc.).
4. Only Company-approved or issued hats/caps may be worn. Hats/caps must be worn with the front/rim facing forward. If you have special needs, please communicate those needs directly to your supervisor.
5. Shirts are to be tucked in and all buttons, except the collar button, must be fastened at all times (this includes cuff buttons on long sleeve shirts when the sleeve is worn around the wrist).
6. Undershirts are permissible if they meet the following criteria:
 - a. No visible graphics or writing
 - b. Color of undershirt is a complementary color to the outer uniform shirt (black, red, or white are preferable)
 - c. For long sleeve undershirts worn under a short sleeve uniform shirt, the visible portion of the undershirt is in good repair
7. Employees are expected to exercise reasonable care to prevent damage to uniforms. Worn, damaged or otherwise unsightly uniform components will be replaced with Company approval.
8. Uniforms (shirts, hats, coats, etc.) are Company property and as such must be returned should you leave the Company or transfer into a position where the uniform is not required.

Section III
GROOMING AND ACCESSORY STANDARDS
(for Customer-Facing Employees)

Note: Where applicable, OSHA-mandated requirements are controlling and will supersede any standard not consistent with the OSHA requirement.

1. **CLEANLINESS** - Employees must ensure overall proper personal cleanliness including cleanliness of hands, shoes and uniforms at all times to protect and respect the customers' premises.
2. **HAIR** – Hair should be clean and neatly groomed and pulled back/restrained if length exceeds below the shoulders.
3. **BEARDS/GOATEES** – Beards and goatees must be neatly trimmed. Neatly trimmed facial hair is allowed, up to two (2) inches in length, measured from the chin.

4. MUSTACHES – Mustaches must be neatly trimmed.
5. SIDEBURNS – Sideburns must be neatly trimmed.
6. VISIBLE TATOOS/BODY ART – Employees will be required to cover up offensive or vulgar tattoos/body art during working hours.
7. JEWELRY - Visible facial or body piercings (tongue, eyebrow, nose, etc.) are not permitted. Employees may wear small, post or stud style earrings - limited to one (1) earring per each ear.
8. SHOES/BOOTS - All work boots/shoes must be compliant with applicable OSHA and Company safety requirements. Where the Company provides an allowance for work boots/shoes, those work boots/shoes are to be worn. In general, footwear should be maintained in a clean and presentable condition, and have an appearance that is appropriate for the employee's uniform.

ARTICLE 33
HOME GARAGING (OPERATIONS ONLY)

- 33.01 The Company may extend to employees the opportunity to participate in the Home Dispatch Program according to the following provisions:
- a. Eligible job classifications, work groups and individuals shall be determined by the Company.
 - b. The Company may present the Home Dispatch Program to employees on an individual basis or to groups of employees. The decision to accept Home Dispatch will be voluntary. Employee(s) who elect to participate will be subject to the conditions stated in the Home Dispatch Enrollment Form.
 - c. Other than driving to and from work, Company vehicles will be used only for business purposes. Participating employees will obtain their job assignment and report directly to the location of the assignment by the normal start of the tour in a Company vehicle instead of to a reporting center in their personal vehicle. At the end of the tour, employees will take the Company vehicle home. Travel time to the first (1st) assignment and from the last assignment is not paid time and employee travel will not exceed twenty (20) miles. The Company may modify this requirement as business needs warrant. The employee will drive up to thirty (30) minutes (unpaid time) at the beginning and end of the day depending on the location of first and last job.
 - d. Employees will not be required to use personal time to maintain Company vehicles, however, they will be expected to oversee the condition of the vehicle in accordance with the Company's preventative maintenance program and exercise care in the parking and storing of the vehicle.

- e. During extended PTO periods, the employee may be required to return the Company vehicle to the Company site, at the Company's discretion.
- f. The employee will be responsible for any tax implications associated with this program.

ARTICLE 34
SUCCESSORS AND ASSIGNS CLAUSE

34.01 The parties recognize that in the event of a transaction involving the sale of the Company's stock, the Collective Bargaining Agreement will remain completely intact and binding on the Employer and the Union by operation of law. In the event of any other sale, transfer, or other assignment of the Company, a business, or operation, the parties' Collective Bargaining Agreement shall be binding on, without limitation, any buyer, assignee, transferee or other NLRA defined successor. The Company will not sell, transfer, or otherwise assign the Company or any business or operation of the Company without first (1st) requiring any buyer, transferee, assignee, or successor to assume the parties' Collective Bargaining Agreement and to maintain that Agreement with all of its terms and conditions. At least thirty (30) days prior to the effective date of any sale, transfer, or assignment, the Company will notify the Union, in writing, that it has provided notice to any buyer, transferee, assignee, or successor of this clause, and that such party has agreed to the terms of this clause as a condition of sale, transfer, or assignment.

ARTICLE 35
GENERAL EMPLOYEE DISCIPLINE AND PERSONNEL RECORDS

- 35.01 In the event that the performance of an employee is unsatisfactory to the Company and the Company decides to demote, dismiss or suspend such employee, they shall first notify the appropriate local Union representative in the employee's work group. In instances where imminent risk to persons or property exists and immediate action is required, the Company will notify the appropriate Union representative as soon as possible after the action is taken.
- 35.02 At any meeting between a representative of the Company and an employee in which the employee reasonably believes that the information obtained may be used as the basis for disciplinary action against the interviewed employee or discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, a Union representative may be present if the employee so requests.
- 35.03 An employee may, upon reasonable notice, inspect records contained in that employee's personnel file, such as absence and tardy records, work observation records, appraisals and records bearing on any disciplinary action. Letters of reprimand/written disciplinary actions will be retained in the employees personnel file unless part of a grievance settlement or if negotiated otherwise.

ARTICLE 36
EMPLOYEE DISCOUNTS

- 36.01 Employees are eligible for **employee discounts** in accordance with the Company's policy on this subject; as such policy may be amended by the Company from time to time. The Company will notify employees of policy changes at least forty-five (45) days in advance of their effective date.

ARTICLE 37
INCENTIVE/ COMMISSION/ AWARD PLANS

- 37.01 The Company may implement sales or incentive, commission, prize or award programs or plans as may be necessary to meet sales and Company goals. The Union shall be informed of any changes to existing plans and any new programs or plans. Prior to implementation the Company will discuss such plans with the Union. Incentives may include awarding additional paid Reward Time. Reward Time will be administered according to the Reward Time MOA in this agreement.
- 37.02 The Company will provide the Union with a copy of the Call Center monthly commission report.
- 37.03 All employees are responsible for selling the Company's products and services. In addition, all employees are expected to participate in sales and sales incentive programs and may be required to participate.

ARTICLE 38
ESTABLISHING NEW JOB CLASSIFICATIONS

Whenever the Company determines it appropriate to create a new job classification in the bargaining unit, it shall proceed as follows:

- 38.01 The Company shall notify the Union in writing of the new job classification and shall furnish a general job description, and a proposed initial compensation package (consisting of any or multiple forms of compensation, not employee benefits), for the classification.
- 38.02 The Union shall have the right, within twenty (20) days from the receipt of notice from the Company, to initiate negotiations concerning the initial compensation package.
- 38.03 If negotiations are not so initiated, the Company may proceed to staff the new job title and the compensation package provided by the Company shall remain in effect. It is not the Company's intent to use this Article to disrupt the job content/wage rate of existing classifications.
- 38.04 If negotiations are initiated pursuant to paragraph (2), above and agreement is reached between the parties within the twenty (20) days following the Union's receipt of notice from the Company concerning the compensation package, the

Company may proceed to staff the new job title using the agreed upon compensation package.

- 38.05 If negotiations are initiated pursuant to paragraph (2), above, and if the parties are unable to reach agreement within the twenty (20) days following receipt of notice from the Company, the Union may, within ten (10) days of the expiration of the twenty (20) day negotiation period, request that the issue of an appropriate compensation package be submitted for resolution to a neutral third party. Within seven (7) days of such demand, each party will submit its final proposed compensation package to the other party, which cannot thereafter be changed. At that time, the Company may then also proceed to staff the new job title using its proposed compensation package.
- 38.06 (a) The neutral third (3rd) party shall be selected by mutual agreement from among those who possess acknowledged expertise in the area of employee compensation.
- (b) The parties may submit all evidence deemed relevant to the issue to the neutral third (3rd) party. At the request of either party, a hearing shall be held to receive such evidence. Any such hearing shall be held within thirty (30) days after the matter is referred to the neutral third (3rd) party. While it is not intended that the third (3rd) party undertake a full and complete job evaluation study, he or she shall review other comparable or relevant job classifications and their compensation packages for comparison purposes, and may make an on-site inspection of the workplace and conduct a reasonable number of interviews of incumbents.
- (c) In determining an appropriate compensation package, the neutral third (3rd) party will assure that the compensation package permits the Company to be competitive in both its operations and in seeking applicants in the relevant marketplace.
- (d) A written decision as to the appropriate compensation package will be rendered by the neutral third party within forty-five (45) days of the date that the neutral third party was selected. In the event that the neutral third party determines that a different compensation package than the one established by the Company is appropriate, the new schedule shall be placed in effect retroactive to the date the change or new job was implemented, except that in no event shall the retroactive effect exceed one hundred eighty (180) days.
- (e) The costs of the third (3rd) party neutral, and any associated administrative costs imposed by a third (3rd) party administrator to which the parties have mutually agreed, will be borne by the Company.

ARTICLE 39
WAGES, WAGE SCHEDULES, AND THE ADMINISTRATION THEREOF

- 39.01 Wage schedules and the basic hourly rates of pay and wage progressions to maximum wage rates shall be as set forth on the attached Exhibit "A" hereby made a part hereof, and such schedules shall continue in effect throughout the term of this Agreement subject to other provisions of this Article.
- 39.02 The Company shall have the right to employ persons at starting wage rates commensurate with their previous training, employment and experience; and to adjust employee's credited service (or wage schedule service) at any time during the first six (6) months of the employee's employment. The Union shall be informed of any such adjustments.
- 39.03 Basic wage rate, sometimes referred to as regular rate of basic rate, shall include any applicable coordinator and night differentials.
- 39.04 If an employee is requested by the Company to fill a temporary vacancy or to work on a job calling for a higher wage rate than is paid for the employee's regular job, said employee shall receive the higher wage rate for such time as he/she work on the higher rated job. Upon return to the employee's regular job he/she shall again receive his/her regular rate. If the rate for the job to which they are temporarily assigned is lower, the employee's rate of pay shall not be reduced.

TEAM PERFORMANCE BONUS

- 39.05 The team performance bonus is designed to encourage and recognize teamwork through incentive compensation. It is intended to afford employees a greater role in the growth and success of the Company by encouraging and rewarding improved productivity and competitiveness.
- 39.06 The team performance bonus plan shall include a maximum of five (5) bonus components, each with relative weighting. The Company will establish the objectives for each component by February 1 of each year and communicate them to the Union and employees. The Company will seek input from the Union with the objective of ensuring fairness and relevance to the team workforce. The final plan components, objectives and weighting will be at the sole discretion of the Company.
- 39.07 All Sales and Service Technicians will be covered by the plan. The results will be measured and paid out by District teams on an annual basis.
- 39.08 For calendar years 2016 through 2018, the annual bonus available for each year will be one and one-half percent (1.5%) of the top rate for a Sales and Service Technician multiplied by the number of those technicians in the District team. The total payout will be divided equally among all Sales and Service Technicians in the Bargaining Unit.

39.09 Payout Potential, Eligibility and Timing

- a. For calendar years 2016 through 2018, the payout will range between a minimum of fifty percent (50%) and to a maximum of one hundred thirty-five percent (135%) of the available bonus pool, depending upon results compared to objectives. The payout will depend upon the number of objectives.
- b. The performance bonus will be paid no later than March 31 of the following year to all eligible employees who are on the payroll as of December 31 of the preceding (bonus) year. In order to be eligible for this payment, employees must be on the payroll as of July 1 of the bonus year (e.g., July 1, 2009 for the March 2010 bonus). The bonus will be prorated for new hires engaged on or before July 1 based on the number of full months a new hire was employed during the bonus year. For an employee who is laid off or who retires before the payout date, the July 1 and December 31 eligibility dates do not apply; the bonus will be prorated based on the number of full months the employee worked during the bonus year. Employees out on disability in excess of thirty (30) days in a calendar year will have their bonus payout prorated. Employees who are discharged for cause or resign before the payout date are ineligible for any bonus payout.

39.10 Certification Differential. In order to encourage employees to voluntarily acquire additional training and the associated skills, the Company will increase the base hourly pay of those technicians who achieve the following certifications:

a. Comp TIA A+	\$0.25 per hour increase
b. Comp TIA Network +	\$0.25 per hour increase
c. CCNA	\$0.50 per hour increase

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

39.11 Coordinator Differentials – All Departments. The Company will pay Bargaining Unit employees a coordinator differential of ten percent (10%) of the top wage rate of the job classification in which the employee is coordinating, whenever they are specifically appointed to a coordinator capacity as a temporary replacement for a management employee, subject to the provisions below:

- a. There shall be no title change.
- b. The employee shall retain eligibility to the working conditions to which he/she was eligible prior to appointment.
- c. Employees appointed coordinator will, whenever possible, be given advance notice of such appointments and the duration of the appointment.
- d. Such appointments shall be made only when in the Company's judgment, coordination of a group of employees or a property is required during the absence or unavailability of the supervisor.

- e. If either the Union or the Company become aware of issues relating to Coordinator responsibilities, the parties will meet and discuss the issue.
- f. The Company will identify employees qualified to perform Coordinator duties. Coordinator assignments will be rotated among the qualified employees within a work group who volunteer for the assignment. Volunteers for these assignments will be solicited from time-to-time at the Company's discretion. If there are no volunteers, these duties will be assigned. An employee who is on a disciplinary plan shall not be eligible.
- g. The Company shall provide written notification to the Union's President (or his or her designee) listing the name(s) of employees who are appointed as Coordinator(s) as well as the specific dates pertaining to the duration of each appointment.

39.12 Community Representative Differential. Community Representative differential will be offered to employees in communities where Frontier Communications has not assigned the community relations function to a manager within the area. Each employee who accepts such offer will share all information and insight gathered from community functions with a management representative of the Company's choice.

An employee who accepts the Community Representative differential responsibilities shall receive the following as compensation:

- 1. A differential of **forty cents (\$0.40)** per hour will apply.
- 2. All hours paid at the applicable rate for traveling to and from and attending such meetings whether they are at regular or overtime rates.
- 3. All membership fees determined by the Company to be appropriate for community relations functions.

39.13 Electronic Funds Transfer (EFT). The Company and the Union encourage all employees to be paid through Electronic Funds Transfer (EFT) to the employee's bank account or account in such other financial institution as designated by the employee. In those instances where an employee declined to use EFT, or in geographic areas where EFT is unavailable, the Company will mail the paycheck to the employee's home or designated address. This applies to the present payroll pay periods.

39.14 Call Center Pay for Performance

- a. **The applicable Base Wage Rate for the Sales and Service Specialist classification are set forth in Exhibit "A"**

- i. **Base Rate Changes** – base rates for Tier I and Tier II employees will be set quarterly based on the employee’s results in the preceding quarter, **using the following point system**, and will remain at the set rate for a period of three (3) months. See Tables **below**:

Monthly Result	Point(s)
Unsatisfactory	0 Point
Threshold	1 Point
Standard	2 Points
Premier	3 Points

Achievement Level	Points Required
Gold Level	7 – 9 Points
Silver Level	4 – 6 Points
Base Level	0 – 3 Points

Examples: Quarterly Call Center Compensation Level Calculation			
Month 1 Performance	Month 2 Performance	Month 3 Performance	Quarterly Achievement Level
Standard (2)	Premier (3)	Premier (3)	Gold (8)
Standard (2)	Standard (2)	Threshold (1)	Silver (5)
Threshold (1)	Premier (3)	Premier (3)	Gold (7)
Threshold (1)	Standard (2)	Premier (3)	Silver (6)
Unsatisfactory (0)	Standard (2)	Standard (2)	Silver (4)
Unsatisfactory (0)	Unsatisfactory (0)	Premier (3)	Base (3)
Threshold (1)	Unsatisfactory (0)	Standard (2)	Base (3)
Unsatisfactory (0)	Standard (2)	Premier (3)	Silver (5)

- b. The Call Center Pay for Performance Compensation Plan will apply to all Business **and** Residential Tier I and II Sales & Service Specialists working in the Call Center.
- i. **Tier I Employees**: only those employees currently classified as Tier I shall be Tier I.
- ii. **Tier II Employees**: all employees who are not Tier I employees are Tier II employees.
- iii. **New Hires**: The Company reserves the right to increase the entry level hiring wage rate (or hiring range) as labor market needs require. Notice will be provided to the Union if such an increase is deemed necessary.
- c. Performance and Attendance Standard
- i. All Sales and Service Specialists will be expected to meet the same standards of performance whether they are Tier I or II.

- ii. The Company maintains its rights to establish reasonable expectations, monitor for performance and appropriately address non-performance. Any Sales and Service Specialist performing below the minimum performance indicators (such as the threshold level) will be provided additional sales and service coaching in an effort to increase the employee's individual sales and service performance. If the coaching is not successful, the employee will be subject to disciplinary action.
- iii. Attendance and tardiness will be in conformance with the Company Attendance Policy. The Company will notify the Union of planned changes no later than thirty (30) days before the changes are set to be implemented, and will discuss the changes during that thirty (30) day period upon request by the Union.

d. Changes in Performance Measurements

The Company will keep the Union informed prior to any changes in performance measurements used in the Pay for Performance Plan. The Company will make every effort to provide thirty (30) days' notice to the Union of any changes prior to implementation.

e. Call Center Call Volume

In the event the Call Center is not offered an adequate number of calls to meet the calls per hour threshold, the target will be reduced to the actual calls offered rounded down to the next whole number. (For example, if the Call Center is offered 5.5 calls per hour, the threshold goal would be at five (5) calls per hour.)

f. Temporary Assignments to Non-Commissioned Time

When an employee who is normally assigned to a commissioned position volunteers to perform non-commissioned work that goes beyond the scope of his/her regular job duties and beyond fifty percent (50%) of the employee's scheduled hours in the calendar month, he/she shall continue to receive his/her base rate of pay, including any Silver or Gold achievement level he/she has earned, for each day worked on the temporary assignment; in addition, in place of commission the employee may be eligible for additional pay adjustments for the temporary assignment based on the guidelines for that individual non-commissioned project.

This provision is not intended to enlarge the current practice regarding when a commissioned employee is paid for non-commissioned work.

g. Employees Who Transfer from Residential to Business

Tier I and II employees will be covered by a new hire ("ramp up") commission plan during the three (3) month period in which they are in training.

h. Night Shift Differential. Where any portion of the shift falls within the following period, the applicable differential will apply only to hours worked within that period:

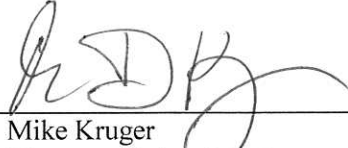
11:00 p.m. and 6:00 a.m..... one dollar (\$1.00) per hour

39.15 Late Shift (Operations Only). Where any portion of the shift falls within the following period, the applicable differential will apply only to hours worked within the late shift.

9:00 p.m. and 7:00 a.m..... ten percent (10%)

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective June 1, 2015.

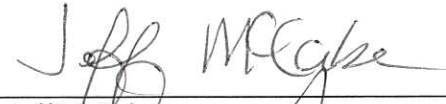
**FOR FRONTIER COMMUNICATIONS
OF MINNESOTA, INC.:**



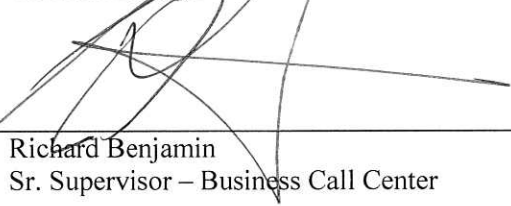
Mike Kruger
Director – Labor Relations



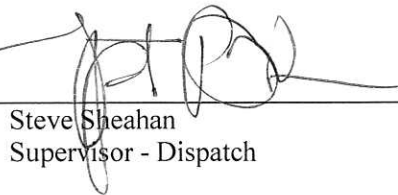
Matt Lanasa
Sr. Manager – Human Resources



Jeff McCabe
General Manager



Richard Benjamin
Sr. Supervisor – Business Call Center



Steve Sheahan
Supervisor - Dispatch

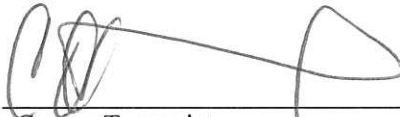
**FOR COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO:**



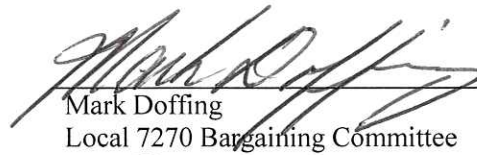
Al Piker
Staff Representative – District 7



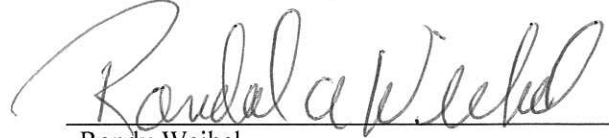
Karen Kiser
President – Local 7270



Carson Turnquist
Vice President – Local 7270



Mark Doffing
Local 7270 Bargaining Committee



Randy Weibel
Local 7270 Bargaining Committee

EXHIBIT A: WAGE SCHEDULES

Wage Schedule 1

Job Title(s): Sales & Service Technician

Interval	GWI Effective 6/1/2015 2.00%	GWI Effective 6/5/2016 2.00%	GWI Effective 6/4/2017 2.00%
Start	\$14.09	\$14.37	\$14.66
7 Months	\$15.86	\$16.18	\$16.50
13 Months	\$17.37	\$17.72	\$18.08
19 Months	\$18.63	\$19.00	\$19.38
25 Months	\$19.99	\$20.39	\$20.79
31 Months	\$21.33	\$21.75	\$22.19
37 Months	\$22.93	\$23.39	\$23.86
43 Months	\$24.56	\$25.06	\$25.56
49 Months	\$26.35	\$26.87	\$27.41
55 Months	\$29.09	\$29.67	\$30.26
61 Months	\$32.49	\$33.14	\$33.80

Wage Schedule 2A

Job Title(s): Facility Assignor (Group A wage group only: Hired prior to 6/1/2015)

Interval	GWI Effective 6/1/2015 2.00%	GWI Effective 6/5/2016 2.00%	GWI Effective 6/4/2017 2.00%
Start	\$13.76	\$14.03	\$14.31
7 Months	\$15.44	\$15.75	\$16.06
13 Months	\$16.93	\$17.27	\$17.61
19 Months	\$18.18	\$18.55	\$18.92
25 Months	\$19.48	\$19.87	\$20.27
31 Months	\$20.81	\$21.22	\$21.65
37 Months	\$22.21	\$22.66	\$23.11
43 Months	\$23.67	\$24.14	\$24.62
49 Months	\$25.32	\$25.83	\$26.34
55 Months	\$27.43	\$27.97	\$28.53
61 Months	\$30.89	\$31.51	\$32.14

Wage Schedule 2B

Job Title(s): Facility Assignor (Group B wage group only: Hired on or after 6/1/2015)

Interval	Effective 6/1/2015	GWI Effective 6/5/2016 2.00%	GWI Effective 6/4/2017 2.00%
Start	\$12.61	\$12.86	\$13.12
7 Months	\$13.60	\$13.87	\$14.15
13 Months	\$14.59	\$14.88	\$15.18
19 Months	\$15.58	\$15.89	\$16.21
25 Months	\$16.57	\$16.90	\$17.24
31 Months	\$17.56	\$17.91	\$18.27
37 Months	\$18.55	\$18.92	\$19.30
43 Months	\$19.54	\$19.93	\$20.33
49 Months	\$20.53	\$20.94	\$21.36
55 Months	\$21.52	\$21.95	\$22.39
61 Months	\$22.51	\$22.96	\$23.42

Wage Schedule 3AJob Title(s): Service Assurance Representative – Dispatch
(Group A wage group only: Hired prior to 6/1/2003)

Interval	GWI Effective 6/1/2015 2.00%	GWI Effective 6/5/2016 2.00%	GWI Effective 6/4/2017 2.00%
Start	\$12.67	\$12.92	\$13.18
7 Months	\$13.84	\$14.12	\$14.40
13 Months	\$14.85	\$15.14	\$15.45
19 Months	\$15.76	\$16.08	\$16.40
25 Months	\$16.68	\$17.02	\$17.36
31 Months	\$17.61	\$17.96	\$18.32
37 Months	\$18.79	\$19.16	\$19.55
43 Months	\$19.99	\$20.39	\$20.79
49 Months	\$22.64	\$23.10	\$23.56

Wage Schedule 3B

Job Title(s): Service Assurance Representative – Dispatch
 (Group B wage group only: Hired 6/1/2003 - 11/6/2013)

Interval	GWI Effective 6/1/2015 2.00%	GWI Effective 6/5/2016 2.00%	GWI Effective 6/4/2017 2.00%
Start	\$12.67	\$12.92	\$13.18
7 Months	\$13.84	\$14.12	\$14.40
13 Months	\$14.85	\$15.14	\$15.45
19 Months	\$15.76	\$16.08	\$16.40
25 Months	\$16.68	\$17.02	\$17.36
31 Months	\$17.61	\$17.96	\$18.32
37 Months	\$18.79	\$19.16	\$19.55
43 Months	\$19.99	\$20.39	\$20.79
49 Months	\$21.52	\$21.95	\$22.39

Wage Schedule 3C

Job Title(s): Service Assurance Representative – Dispatch
 (Group C wage group only: Hired on or after 11/7/2013)

Interval	GWI Effective 6/1/2015 2.00%	GWI Effective 6/5/2016 2.00%	GWI Effective 6/4/2017 2.00%
Start	\$12.67	\$12.92	\$13.18
7 Months	\$13.84	\$14.12	\$14.40
13 Months	\$14.85	\$15.15	\$15.45
19 Months	\$15.77	\$16.08	\$16.41
25 Months	\$16.69	\$17.02	\$17.36
31 Months	\$17.62	\$17.97	\$18.33
37 Months	\$18.79	\$19.17	\$19.55
43 Months	\$19.25	\$19.63	\$20.02

Wage Schedule 3C Footnotes:

This Group C wage schedule will be used for all future Service Assurance Representative (Dispatch) positions filled with new hires or internal bargaining unit candidates, **except as provided in Article 22, Section 22.06c.**

Wage Schedule 4A

Job Title(s): Sales and Service Specialist (Tier I wage group only);
Sales and Service Team Lead (Tier I wage group only)

	GW Effective 6/1/2015 2.00%	GW Effective 6/5/2016 2.00%	GW Effective 6/4/2017 2.00%
Base Rate	\$22.20	\$22.64	\$23.10
Silver Achievement Level	+\$0.75/hr	+\$0.75/hr	+\$0.75/hr
Gold Achievement Level	+\$1.50/hr	+\$1.50/hr	+\$1.50/hr

Wage Schedule 4A Footnotes:

- * Tier I DST Specialists will receive one dollar (\$1.00) per hour.
- * Tier I Save Specialists will receive one dollar (\$1.00) per hour.
- * **Tier I** Enterprise Specialists will be paid at the Base Rate and, in addition, will receive a differential of one dollar (\$1.00) per hour.
- * Tier I Activation Specialists will receive a one dollar (\$1.00) per hour differential.
- * All employees in the Sales and Service Team Lead classification will receive a differential of \$1.00 per hour.

Wage Schedule 4B

Job Title(s): Sales and Service Specialist (Tier II wage group only);
Sales and Service Team Lead (Tier II wage group only)

	GW Effective 6/1/2015 2.00%	GW Effective 6/5/2016 2.00%	GW Effective 6/4/2017 2.00%
Base Rate	\$13.55	\$13.82	\$14.10
Base Rate - After Probation	\$14.61	\$14.90	\$15.20
Silver Achievement Level	+\$1.75/hr	+\$1.75/hr	+\$1.75/hr
Gold Achievement Level	+\$3.00/hr	+\$3.00/hr	+\$3.00/hr

Wage Schedule 4B Footnotes:

- * Tier II Enterprise, DST, Save, and Activation Specialists will be paid at the Silver Achievement Level, and, in addition, will receive a differential of one dollar (\$1.00) per hour.
- * All employees in the Sales and Service Team Lead classification will be paid at the Silver Achievement Level, and, in addition, will receive a differential of \$1.00 per hour.
- * The Sales and Service Team Lead classification will normally be on **Wage Schedule 4B**; however, should an employee in the Sales and Service Specialist – Tier I classification successfully bid into the Sales and Service Team Lead classification, such employee will be on **Wage Schedule 4A**.

Wage Schedule 5

Job Title(s): Retail Sales Specialist

	GWI Effective 6/1/2015 2.00%	GWI Effective 6/5/2016 2.00%	GWI Effective 6/4/2017 2.00%
Base Rate	\$12.49	\$12.74	\$13.00
Base Rate - After Probation	\$13.14	\$13.40	\$13.67
Silver Achievement Level	As per Company Retail Commission Plan	As per Company Retail Commission Plan	As per Company Retail Commission Plan
Gold Achievement Level			

The following job titles are no longer used/occupied:

Building Custodian
Combination Person
Equipment Persons
Laborer
Service Assurance Representative (Assignment)
Shop Person

The positions of LEC Specialist and CPE Specialist have been incorporated into other job classifications herein. **The Sales & Service Consultant (Business, Residential) and Service Assurance Representative (Repair) classifications have been incorporated into the Sale and Service Specialist classification.**

EXHIBIT B: OPERATIONS

Employees in the following classifications are "Operations" employees

Facility Assignor
Sales and Service Technicians
Service Assurance Representative (Dispatch)

EXHIBIT C: CALL CENTER

Employees in the following classification are "Call Center" employees:

Retail Sales Specialist
Sales and Service Specialist
Sales and Service Team Lead



Robert J. Costagliola
Assistant Vice President – Labor Relations
Robert.Costagliola@czn.com

3 High Ridge Park
Stamford, CT 06905
203-614-5764

Hand-Delivered

June 5, 2006

Mr. Al Piker
Representative, CWA District 7
4010 65th Street, Suite 114
Minneapolis, MN 55435-1721

Re: 2006 Negotiations – Benefits – Payment of “Penalty” for Late 3% 401(k) Contribution

Dear Al:

During 2006 negotiations, the Union presented a proposal for some type of “penalty” to address past late payments of the Article 26 three percent (3%) automatic Company 401(k) contribution.

As discussed at the bargaining table, the Company has committed to see that future payments are made within the requisite 60 day period. In order to assure that it can do so, the Company will no longer hold up the process for Union review of the payment spreadsheet. The spreadsheet will, however, be provided to the Union when it is completed.

For the life of the 2015 Agreement, as a demonstration of its good faith commitment, if the Company fails to meet the contribution deadline set forth in Article 26, the Company will deposit into each employee 401(k) account the amount of five dollars (\$5) per day for each day the deposit has not been made beyond the contribution deadline.

Sincerely,
/s/

Cc: Cecilia K, McKenney – SVP – Human Resources
Michael Bloom – AVP – Benefits
Cheri Brix – Director – Human Resources

MEMORANDUM OF AGREEMENT
between
FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
and
COMMUNICATIONS WORKERS OF AMERICA

(Call Center Only)

Call Center Vacancies

During 2009 negotiations, the Union and Company discussed how the Company staffs vacancies that arise in existing Call Center functional work groups and when vacancies are created by the establishment of new functional Call Center work groups.

The Company affirms that when vacancies arise in existing functional work groups, those vacancies will be posted consistent with how vacancies have been posted in the past.

The Company also agrees to notify the Union when it establishes a new functional Call Center work group. The Company affirms that vacancies created by the establishment of a new functional Call Center work group will be posted consistent with Article 17. The Company will also notify the Union when it eliminates or merges Call Center functional work groups.

Nothing contained in this Memorandum of Agreement will affect the Company's right to establish, eliminate, or change functional work groups in the Call Center.

A list of the current Call Center functional work groups is attached.

Unless extended in writing signed by the parties' authorized representatives, this Memorandum shall terminate on May 31, 2018.

**FRONTIER COMMUNICATIONS OF
MINNESOTA, INC.**

**COMMUNICATIONS WORKERS OF
AMERICA, DISTRICT 7**

Mike Kruger
Director – Labor Relations

Al Piker
Staff Representative

CALL CENTER FUNCTIONAL WORKGROUPS (May 2015)

Inbound Residential

DST Business

Inbound Business (On Line)

Inbound Business (Repair/Collections)

Enterprise Business (also called "OPS")

Enterprise Sales (includes Support & Circuits)

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS OF MINNESOTA, INC.

and

COMMUNICATIONS WORKERS OF AMERICA

Facility Assignor Wage Groups

Frontier Communications of Minnesota, Inc. and Communications Workers of America, District 7 and Local Union 7270, agree to the following provisions concerning wage groups for the Facility Assignor classification, effective June 1, 2015:

- 1. All employees in the Facility Assignor classification on May 31, 2015, will be designated as Facility Assignor – Group A and will remain on their current wage schedule, which will be renamed Wage Schedule 2A.**
- 2. All new and existing employees hired into (or who move into) the Facility Assignor classification on or after June 1, 2015, will be designated as Facility Assignor – Group B. Base Wage Rates for Facility Assignor – Group B employees will be as shown in Wage Schedule 2B.**
- 3. The duties of employees in the two (2) Facility Assignor groups are the same. Employees in the two (2) Facility Assignor groups will be considered one (1) classification and the current provisions of the Collective Bargaining Agreement will be administered accordingly.**

**FRONTIER COMMUNICATIONS OF
MINNESOTA, INC.**

**COMMUNICATIONS WORKERS OF
AMERICA, DISTRICT 7**

**Mike Kruger
Director – Labor Relations**

**Al Piker
Staff Representative**

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS OF MINNESOTA, INC.

and

COMMUNICATIONS WORKERS OF AMERICA

High Value Health Plan Taxes And Health Plan “Re-Opener”

The federal government has announced plans to impose a tax on any health plans an employer offers that have a total value greater than \$10,200 for single coverage or \$27,500 for family coverage, beginning in 2018; the premium thresholds for these high value health plans may be modified from time to time by the federal government. Frontier Communications of Minnesota, Inc. (“the Company” or “Frontier”) and Communications Workers of America, District 7 and Local Union 7270 (collectively “the Union” or “the CWA”) agree as follows with respect to the effect of these taxes:

1. To the extent the premiums for the FTR High Option PPO Medical Plan (“the Plan”) will exceed the government-mandated thresholds and the Plan will be subject to this “Cadillac Plan” tax, the Collective Bargaining Agreement (“CBA”) between the parties will be “re-opened” for the sole purpose of negotiating modifications to the Plan necessary to ensure the premiums do not exceed the government-mandated thresholds.
 - a. For any given calendar year in which the Plan will be subject to the Cadillac Plan tax, the parties may mutually agree to waive this requirement to re-open the CBA. Any such agreement must be reduced to writing and executed by both parties.
2. During such negotiations it is the intent of the parties to expeditiously agree upon modifications to the Plan to ensure the total value of the Plan remains below the government-mandated Cadillac Plan tax thresholds for all levels of coverage; any such modifications to the Plan will be effective no later than any deadline to ensure the Plan is not subject to the Cadillac Plan tax.
3. In the event the parties are unable to agree upon modifications to the Plan within 30 days of commencement of negotiations under this Memorandum of Agreement (“MOA”), the matter shall immediately be submitted to a major actuarial/benefit consulting firm (that neither party uses or has used in the last two years), selected by the CWA and the Company. The consulting firm’s authority shall be to review the plan designs and to select the plan design, or offer an alternative plan design, which will not trigger an excise tax. The consulting firm shall provide its decision no later than 60 days from the date the matter was submitted to them. The consulting firm’s decision shall not exceed the authority set forth above. The parties will split the cost of the consulting firm’s fees 50%/50%.

4. During any such period when the CBA is re-opened for this limited purpose, the Union agrees that it will not call upon or authorize employees to cease and abstain from the continuous performance of their respective duties with the Company. The Union specifically agrees that employees may not strike or engage in a work slow-down during such, or as a result of such, re-opener, and the Company agrees that it will not resort to a lockout of its Communications Workers of America, Local 7270, represented employees during such, or as a result of such, re-opener.

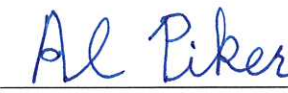
This Memorandum of Agreement is effective on June 1, 2015.

FRONTIER COMMUNICATIONS OF
MINNESOTA, INC.



Mike Kruger
Director – Labor Relations

COMMUNICATIONS WORKERS OF
AMERICA, DISTRICT 7



Al Piker
Staff Representative

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS OF MINNESOTA, INC.

and

COMMUNICATIONS WORKERS OF AMERICA

Minnesota Drug And Alcohol Policy

1.0 OVERVIEW

Frontier Communications of Minnesota, Inc. (“Company or Frontier”) and the Communications Workers of America (“Union” or “CWA”) share a mutual goal to promote the health, safety and productivity of Company employees, to protect the Company’s integrity and to safeguard the public interest. The Company and the Union also recognize the widespread use of drugs and alcohol in society and the need to maintain a drug-free workplace.

The Company **and the Union** consider chemical dependency and abuse to be major health problems. **Frontier and the CWA** encourage employees and their families to work with the Company's Employee Assistance Program (EAP) to resolve substance abuse problems. The decision to seek diagnosis and accept treatment, however, for any suspected illness or dependency is the responsibility of the employee. A conscientious effort to seek and use such help will not jeopardize an employee's job or career, whereas continued performance, attendance or behavioral problems will.

Employees are expected to report for work mentally and physically fit for duty. This requires employees to abstain from using alcoholic beverages and mood-altering drugs prior to the start of the workday, during the work period, during lunch and **during** other work breaks. When fitness for duty is questioned, the employee's immediate supervisor, in conjunction with another management employee, when available, will determine the need to initiate a fitness-for-duty evaluation. **Management will consult with Human Resources during this process.**

Employees will not manufacture, sell, dispense, purchase, possess or use alcohol or unauthorized controlled substances on Company premises, in Company vehicles, on Company **work** time or while conducting Company business off Company premises. **Controlled substances are as listed in Schedules I-V of the Federal Controlled Substances Act, 21 U.S.C. Sections 812 and 21 C.F.R. Part 1308. Examples include, but are not limited to, narcotics, depressants, amphetamines, hallucinogens and marijuana.**

Employees **must** report to their supervisors the use of **controlled substances prescribed by an authorized medical or dental professional** or over-the-counter medications that might affect performance or safety. **Employees possessing an authorized Minnesota medical marijuana card will still be in violation of this policy if they are in possession of, use, or are impaired by marijuana on**

Company premises, in Company vehicles, during Company work time, or while conducting Company business off Company premises.

Employees must, as a condition of employment, abide by the terms and conditions of this policy. Failure to do so may result in disciplinary action up to and including termination.

2.0 CONSEQUENCES OF ALCOHOL OR DRUG ABUSE

All employees should be aware that the use of alcohol or any drugs interfering with safe and efficient functioning on the job is a matter of critical Company concern and will be dealt with in an appropriate manner. Participation in a rehabilitation program will not prevent normal disciplinary action for a violation that may have already occurred or relieve an employee of responsibility to perform assigned duties in a safe and efficient manner. Decisions to suspend, terminate or otherwise discipline an employee will be made on the basis of performance, attendance or behavior problems, as appropriately documented, in accordance with the existing labor agreement and **applicable Minnesota and federal law**.

3.0 ASSISTANCE FOR EMPLOYEE

It is the Company's desire to provide assistance to those employees who voluntarily request help with a problem of drug or alcohol dependency, or who are referred to the Employee Assistance Program (EAP) by their supervisor. It is important that employees undergoing chemical dependency treatment are assured of confidentiality. Employees' self-referrals and their individual interactions with the EAP are confidential and no record of an employee's interactions with EAP is included in the employee's personnel file. An employee's interactions with EAP are shared with his/her supervisor or others only with the permission of the employee.

The Company will assist employees by referring them to the nearest certified substance abuse counseling and/or rehabilitation center for appropriate treatment. Absence from work will be paid for under the sick leave provisions of the labor agreement if the employee is eligible. Evidence of enrollment and actual attendance at the treatment program will be required. Certain treatment costs are covered under our medical plans.

Participating employees will be returned to their former or comparable positions when such the recommended treatment is successfully concluded. Continued employment is contingent on the employee's satisfactory participation in any follow-up counseling, attendance at meetings and/or abstinence associated with such programs.

Any employee who voluntarily enters into a rehabilitation program (without being referred due to a positive test) will not be subject to the twenty-four (24) month monitoring period.

4.0 PRESCRIBED DRUGS

Medication prescribed by **an authorized medical or dental professional** and some over-the-counter drugs may affect behavior or performance sufficiently that it would be unwise to allow an employee to work with certain equipment or to drive a Company vehicle while taking such medication. In cases where employees are taking medication that may adversely affect safety or performance, they should advise their immediate supervisor of that fact prior to the start of work for determination by the supervisor if adjustments need to be made in order to safeguard the employee, co-workers **and the public**.

5.0 PRE-EMPLOYMENT SCREENING

In accordance with the **Company's policies**.

6.0 DRUG AND ALCOHOL POLICY PROVISIONS

A. WHEN MAY EMPLOYEES BE TESTED?

Testing for drugs and alcohol is permissible only in accordance with **the Minnesota Drug and Alcohol Testing in the Workplace Law, Minn. Stat. Section 181.950 et seq. ("MNDAT")** i.e., **routine physical examination testing, random testing, treatment program testing (including but not limited to post treatment testing),** or when reasonable **suspicion** exists that an employee has taken/consumed or is under the influence or otherwise impaired by drugs, prescribed or over-the counter medication, or alcohol on Company premises, in Company vehicles, **during Company work time,** or while **conducting Company business off Company premises.**

Reasonable **suspicion** is defined as: trustworthy evidence that would cause a prudent person to suspect that the employee has used or is impaired or is under the influence of drugs or alcohol.

B. WHO MAY ORDER A TEST AND WHAT PROCESS MUST THEY FOLLOW?

Testing will be conducted in accordance with the **requirements of the MNDAT, Minn. Stat. Section 181.953.**

C. SUSPENSION AND PAY

Following a drug or alcohol test, the employee tested may be suspended until the results are received. If the test result is negative, the employee will be returned to work and made whole for the time lost.

D. WHAT HAPPENS IF AN EMPLOYEE REFUSES TO TAKE A TEST?

The refusal of an employee to submit to a drug or alcohol test which is properly ordered in accordance with the Drug and Alcohol Policy, is a violation of that policy and may be grounds for discipline, up to and including discharge. Refusal to take a drug or alcohol test ordered by a supervisor is not grounds for discipline if: (1) there was no reasonable **suspicion** to test, or (2) the supervisor violated other requirements of this Agreement and if those requirements had been followed the test would not have been ordered.

E. SCREENING, CONFIRMATION, AND TESTING THRESHOLDS

A test result may be regarded as positive if the concentration of the drug metabolite equals or exceeds the limits and conditions set forth in the table below:

Initial Test/Immunoassay

<u>Initial Test Level (ng/ml)</u>	
Marijuana Metabolites (THC)	100
Cocaine Metabolites	300
Opiate Metabolites	300
Phencyclidine (PCP)	25
Amphetamines	1,000
Benzodiazepines	300
Barbiturates	300

GC/ML Confirmation Test

<u>Confirmation Test Level (ng/ml)</u>	
Marijuana Metabolite (THC)	15
Cocaine Metabolite	150
Opiates Metabolite	300
Phencyclidine (PCP)	25
Amphetamines	500
Benzodiazepines	300
Barbiturates	200

F. LABORATORY RECORDS

All relevant records shall be available for inspection by any employee who has been tested, upon the employee's request. All such records shall be available to the Union, with the employee's written consent, upon any grievance concerning the testing or any discipline resulting from testing.

G. LAB SELECTION AND LAB MONITORING

The Company is responsible for identifying and contracting with the laboratory to perform drug or alcohol tests of its employees. The laboratory selected shall be certified by NIDA Regulations.

H. REHABILITATION, TESTING, AND TERMINATION

The Company is also responsible for monitoring the performance of the laboratory selected and shall make provision for blind proficiency testing as part of the monitoring program.

All reports on monitoring of the contract laboratory and actions, if any, taken by credentialing authorities, including reports of errors detected in blind proficiency testing, or otherwise, shall be available for inspection by the Union, upon request. The Union will have the right to copy such reports. This provision will not be applicable, if the court of proper jurisdiction rules that such disclosure is forbidden by statute.

Employees who have failed a drug or alcohol test or admitted drug use and agreed to enter rehabilitation are subject to medically-supervised tests to detect any continued use of drugs or alcohol, ordered by the Company, with or without cause, at any time, within a two-year period following the employee's return to work for the Company.

Employees who have entered rehabilitation and returned to work, but whose subsequent drug or alcohol tests show continued use of drugs or alcohol during a two-year period will be disciplined, up to and including termination. Any decisions to discipline must consider all mitigating or extenuating circumstances.

I. REHABILITATION COSTS


Will be paid as outlined in the Comprehensive Medical Plan.

Unless this Memorandum of Agreement is terminated by the parties in writing, it shall remain in effect so long as the parties have a collective bargaining agreement in effect.

**FRONTIER COMMUNICATIONS OF
MINNESOTA, INC.**


Mike Kruger
Director – Labor Relations

**COMMUNICATIONS WORKERS OF
AMERICA, DISTRICT 7**


Al Piker
Staff Representative

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS OF MINNESOTA, INC.

and

COMMUNICATIONS WORKERS OF AMERICA

New Employee PTO Carryover

During the course of 2012 bargaining, the Company expressed its intent to eliminate the carryover of PTO from one calendar year to the next. The Company agreed to make exceptions on a case-by-case basis due to extenuating circumstances. The Union expressed concerns about new employees, beginning later in the year, who would be accruing PTO and have no opportunity to use it prior to year's end. Based on these discussions the parties agree, new employees who accrue PTO and do not have the opportunity to use it prior to years end will be allowed to carry over PTO to the following calendar year. It is agreed the portion of PTO carried over into the following calendar year will, whenever possible, be taken in the first (1st) quarter of that year.


Unless extended in writing signed by the parties' authorized representatives, this Memorandum shall terminate on May 31, 2018.

**FRONTIER COMMUNICATIONS OF
MINNESOTA, INC.**



Mike Kruger
Director – Labor Relations

**COMMUNICATIONS WORKERS OF
AMERICA, DISTRICT 7**



Al Piker
Staff Representative

MEMORANDUM OF AGREEMENT
between
FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
and
COMMUNICATIONS WORKERS OF AMERICA
ProResource Program

Effective June 1, 2009 the ProResource Program will be administered as follows:

1. Participant must have been retired for at least 6 months prior to being re-employed through the ProResource program
2. Participants will be paid a wage rate to be determined below.

Within 12 months of employment	Two steps below top wage rate
13 months through 24 months	Three steps below top wage rate
25 months through 36 months	Four steps below top wage rate
3. Participants will be classified as temporary employees and will not receive any benefits, with the exception of PTO, either through Company provided benefits or those designated in a Collective Bargaining Agreement.
4. Paid Time Off (PTO) accrued at the rate defined in the collective bargaining agreement for new hires. A retiree brought back under this program must work at least one month in order to be eligible to receive PTO. Any accrued but unused PTO will be paid out at the end of the ProResource assignment.
5. Participants will be eligible, at the Company's discretion, for promotional programs that may be introduced by the Company.
6. Participants will be eligible to continue to receive payments from the appropriate retirement plan while working a temporary job.
7. Participants will be provided all necessary tools or equipment to perform the work required.
8. Retirees returning to work for the Company under the ProResource program will be eligible to work for no more than six months.
9. Retirees returned to work under this program will not be eligible for 'Pay for Performance' payouts.

This MOA will be in effect through the expiration of the current collective bargaining agreement.

FOR THE COMPANY:

FOR THE UNION:

Robert J. Costagliola
VP, Labor Relations

Al Piker
Communications Workers of America

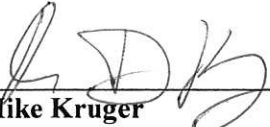
MEMORANDUM OF AGREEMENT
between
FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
and
COMMUNICATIONS WORKERS OF AMERICA

Retail Sales Specialist

In order to provide the best possible economic viability for Company retail locations, the Company and Union agree **that** employees covered by **the local Collective Bargaining Agreement (“the CBA”)** who **are** assigned to a Company retail location will be titled Retail Sales Specialist and will receive a base wage according to Wage Schedule **5 in the CBA. Employees in the Retail Sales Specialist title will also participate in the Company’s Retail Commission Plan.**


The Company agrees to continue the practice of paying employees who may be assigned to work in retail locations on a temporary basis at their regular rate **of pay**; the Company’s Retail Commission Plan will not apply **to such temporarily assigned employees.**

**FRONTIER COMMUNICATIONS OF
MINNESOTA, INC.**



Mike Kruger
Director – Labor Relations

**COMMUNICATIONS WORKERS OF
AMERICA, DISTRICT 7**



Al Piker
Staff Representative

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS OF MINNESOTA, INC.

and

COMMUNICATIONS WORKERS OF AMERICA

Reward Time

During the course of 2012 bargaining, the Company expressed its intent to use Reward Time as an incentive or reward. The Union expressed concerns about this practice and, based on discussions between the parties, the following is agreed to:

1. When Reward Time is used as an incentive it will be awarded in no less than fifteen (15) minute increments.
2. Reward Time must be pre-scheduled and pre-approved based on availability.
3. All employees in the bargaining unit will be eligible for Reward Time incentives at least once (1) in a calendar year. Reward Time is not transferrable and must be used by the expiration date, which will be no less than ninety (90) days from the original award date.
4. For the remainder of 2012, total Reward Time awarded will be limited to five hundred (500) hours. For 2013, total Reward Time awarded will be limited to nine hundred (900) hours. National rewards will not be included in the Reward Time limits.
5. For national Reward Time awards, should any employees be waitlisted for the same date(s) as the national award, at the time the national award is announced, the Company will grant, on a one-for-one (1 on 1) basis, time off to the employee(s) first (1st) on the waitlist (e.g. one (1) employee wins a national award for particular dates, the first waitlisted employee will be granted those dates as well).
6. The Company and the Union agree to meet, evaluate and discuss Reward Time as requested by either party. These meetings will occur no more than quarterly.

FOR THE COMPANY

FOR THE UNION

Peter Homes
Director - Labor Relations

Alan Piker
CWA District 7 Representative

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS OF MINNESOTA, INC.

and

COMMUNICATIONS WORKERS OF AMERICA

Sales and Service Technicians

During May 2006 collective bargaining negotiations, the parties discussed the continuing process of creating full flexibility in the duties that can be accomplished by employees in the following technician titles:

- o Communications Technician (SCC Tech)
- o Communications Technician (CO Tech)
- o Communications Technician (Special Services CPE)
- o Communications Technician (Special Services)
- o Communications Technician (Telecommunications Tech)
- o Communications Technician (Cable Splicer)

The parties jointly endorse continued utilization and implementation of the “one technician out” (or “single dispatch”) concept as a competitive initiative, with the objective being to service customers wherever possible with a single dispatch and/or work assignment. While recognizing that all employees cannot be trained in all disciplines and qualified to perform every technician duty, the Company will continue to train and utilize employees to be able to safely and efficiently perform the entire job in a single dispatch or single assignment.

In further recognition of these principles, all of the above-listed titles shall be re-named “Sales & Service Technician”. In recognition of the fact that employees will continue to have primary job functions, the Sales and Service Technician titles will be further designated administratively with: (SCC Tech); (CO Tech); (Special Services); (Telecommunications Tech), and (Cable Splicer). These primary job function designations will continue to be used to the extent necessary and practical to compose and administer work groups for such things as tour assignments, vacation selection and overtime administration, but primary job function designations will not serve to limit the duties an employee is assigned or expected to perform consistent with the employee’s safety and the employee’s qualifications, experience and/or training.

In addition, in the event of a force adjustment under Article 22, for purposes of determining “job classification” under that Article, the classification of all employees on the payroll shall be based on their primary job function designation.

FOR THE COMPANY

FOR THE UNION

_____/s/
Robert J Costagliola
Assistant Vice President - Labor Relations

_____/s/
Alan Piker
CWA District Representative

Date: June 23, 2006

Date: June 23, 2006

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS OF MINNESOTA, INC.

and

COMMUNICATIONS WORKERS OF AMERICA

Scheduling of Non-Selected Tours

During 2006 collective bargaining negotiations, the Company expressed a critical competitive need to have the limited ability to assign employees to tours other than those selected by employees, where factors such as new technology and services, employees' skills, knowledge and/or experience, expanded customer service hours, and geographic considerations warrant such scheduling. Both the Company and the Union recognize that technology and competitive challenges are advancing at such an unprecedented rate that certain employees may be needed on a limited basis to provide service on tours other than those they might normally select. The parties contemplate that such scheduling will occur when new technologies and services are being implemented, or during promotional periods, while additional members of the workforce are being trained to become basically proficient to meet these demands. The Company will endeavor to give training needs in these circumstances the highest priority.

On the subject of training, both the Company and Union agree that it is in the best interests of all concerned that employees, especially in their primary job functions, be trained to be proficient on the latest technologies applicable to their work group. The parties agree that employees need to embrace, and will not normally be permitted to decline, training opportunities.

In light of what is stated above, the Company and Union agree that employees may be scheduled on tours other than those they have selected or would have been assigned using the normal tour selection and assignment process ("non-selected tours") according to the following table (to be prorated for 2006):

SENIORITY	Maximum Number of Weeks the Company Can Assign with a Non-Selected Tour or Tours Per Year
0 to 5 Years	15
5+ to 10 Years	8
10+ to 20 Years	6
20+ Years	4

Schedules with non-selected tours will be posted as far in advance as is practicable, but in any case, at least two (2) calendar weeks in advance, no later than 3:00 p.m., on the Thursday prior to the implementation of the schedule.

FOR THE COMPANY

 /s/
Robert J Costagliola
Assistant Vice President - Labor Relations

Date: June 23, 2006

FOR THE UNION

 /s/
Alan Piker
CWA District Representative

Date: June 23, 2006

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS OF MINNESOTA, INC.

and

COMMUNICATIONS WORKERS OF AMERICA

(OPERATIONS ONLY)

Training

During 2009 negotiations the Union expressed concerns over assuring fairness in training employees and the impact training decisions may have on employees' job security. The Company expressed its view that management endeavors to provide training fairly and that individual training decisions are influenced by such things as the needs of the business, the level of employee interest, an employee's training needs, demonstrated job knowledge, qualifications, performance, employee aptitude, and technological trends and changes.

The Company and Union endorse the objective of having all employees trained on both the primary functions of their job classifications, as well as cross-trained on other functions in order to more fully utilize all employees and also enhance their job security and marketability. The parties recognize that cross-training takes time to implement and will strive conscientiously and steadfastly to accomplish these goals. They also recognize the need to have a highly skilled and flexible workforce to be successful in the rapidly changing competitive communications workplace.

The parties also agree that all employees are expected to embrace training opportunities offered by the Company.

In offering training opportunities within a work group, the Company will seek to solicit volunteers where consistent with operational needs, and considerations involving efficiency, cost, and competitiveness. In such cases, volunteers will be considered in seniority order, but selection decisions will ultimately be made by the Company. Upon request, the involved manager will explain his or her training decisions.

Unless extended in writing signed by the parties' authorized representatives, this Memorandum shall terminate on May 31, 2018.

**FRONTIER COMMUNICATIONS OF
MINNESOTA, INC.**

**COMMUNICATIONS WORKERS OF
AMERICA, DISTRICT 7**



Mike Kruger
Director – Labor Relations



Al Piker
Staff Representative

MEMORANDUM OF AGREEMENT
between
FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
and
COMMUNICATIONS WORKERS OF AMERICA
Voluntary Terminations During A Layoff

For the life of the **2015 Collective Bargaining** Agreement, the Company agrees to permit regular full-time employees to volunteer to terminate their employment in the event of an impending layoff of regular full-time employees in their classification, subject to the following conditions and limitations:


1. The volunteer is a regular full-time employee in the same classification (including primary function designation, if any) as an employee who is slated for layoff. By mutual agreement on a case-by-case basis, the requirement that the volunteer have the same "primary function designation" may be waived.
2. The volunteer agrees to receive as a layoff allowance either (a) the amount that would be received by the most senior regular full-time employee who is slated to be laid off (and has no bumping rights to prevent being laid off), or (b) the layoff allowance the volunteer would have received based on that employee's seniority, whichever is less; **on a case-by-case basis, the Company may choose to offer the greater of these two (2) amount.** In the event there are more volunteers than volunteer slots, volunteers will be taken in order of their seniority.
3. The volunteer must notify the Company of an interest in volunteering for the layoff within one calendar week after the Union is notified that a layoff is planned.
4. The Company's determination of whether to accept the volunteer will be final and shall not be subject to arbitration under the Agreement.

**FRONTIER COMMUNICATIONS OF
MINNESOTA, INC.**



Mike Kruger
Director – Labor Relations

**COMMUNICATIONS WORKERS OF
AMERICA, DISTRICT 7**



Al Piker
Staff Representative

MEMORANDUM OF AGREEMENT
between
FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
and
COMMUNICATIONS WORKERS OF AMERICA

Work-At-Home Program

Section 1. General

- A. The Company may establish and staff a Work-at-Home Program. The wages, benefits eligibility and coverage, and other terms and conditions of employment for employees in the Program shall be governed by the applicable provisions of this Agreement, except as modified by the following terms, conditions, and principles for working-at-home. The Work-at-Home Program would be staffed with employees in the new classification of Work at Home Agent. Work-at-Home Agents would receive the same compensation treatment as Sales and Service Specialists receive under Article 8. A copy of the current roster of Work-at-Home agents will be made available to the Union upon request.

Section 2. Eligible Employees

- A. All employees are eligible to be considered for participation in the Program, including new hires.
- B. The Company will determine the number of employees who may participate in the Work-at-Home Program.

Section 3. Selection of Employees

- A. When a vacancy in the Work-at-Home Program exists, the position will be filled in accordance with Article 17. For purposes of staffing the Work-at-Home program, and without prejudice to their position on the application of Article 17 to any other situation, the Company and Union agree that a Sales and Service Specialist will be considered to be additionally qualified for a Work-at-Home Agent position based on the number of times he or she has maintained a Gold or Silver earning level during the four (4) full calendar Quarter period preceding the date of a selection for a Work-at-Home Agent position.

Section 4. Home Office Requirements

- A. Adequate space in the employee's residence with privacy and sufficient electric power and outlets for all of the equipment necessary to perform the work.
- B. A room free of distractions, preferably one with a door that can be closed for privacy and free of background noise like the television, conversation, radio, or animals.
- C. A room with good lighting (overhead lighting and a desk lamp if needed), appropriate temperature control, and an appropriate chair.

- D. A sturdy desk or table that can handle the weight of the computer and equipment, with sufficient space for a phone and headset.
- E. Work area free from all safety hazards and unsafe conditions, such as slipping, tripping, electrical, fire and other hazards.
- F. High-Speed Internet access meeting technical and other requirements.
- G. No deed, lease, condominium, or co-op restrictions which would be violated by performance of the work at the residence.
- H. Frontier HSI service; employees who live outside of Frontier service area or cannot receive Frontier HSI may have HSI supplied by another provider.

Section 5. Equipment; Expenses

- A. The Company will provide employees with a one-time allowance of two hundred fifty dollars (\$250) or purchasing a chair and/or work station, and bear the cost of the equipment and services it determines are needed to perform the duties and responsibilities of the employee's job. All equipment supplied by the Company remains the property of the Company and may be removed or replaced at the Company's discretion with reasonable notice to the employee. Except as expressly provided above, the Company assumes no responsibility for any cost (including, but not limited to increases in rental or utility charges or insurance premiums, fees for zoning waivers or exceptions, or license fees) associated with the creation or maintenance of a workspace and equipment in a participant's home.

Section 6. Schedule Adherence

- A. Employees are expected to start their tours in a punctual manner and adhere to the schedule as if they were at a Company work location and, while working, give their full and undivided attention to the performance of their job duties. Work-at-home work time shall not be used for dependent care activities. In the event participants need to leave their work position at times for other than a scheduled break or meal period (e.g., feeling ill), they must first confer with supervision and secure permission. Upon returning to their work position, participants must inform supervision. If an emergency situation develops requiring immediate action on the part of the employee, he/she should react appropriately and notify supervision as soon as appropriate.

Section 7. Code of Conduct; Protection of Customer Information

- A. Employees must comply with Company rules and policies including the Frontier Communications Code of Conduct. Employees will be required to establish and maintain safeguards that will protect from theft, abuse or misuse of all Company records and property, including all customer information, located in or accessible from, their premises. In addition, they must take all necessary steps to protect the secrecy of communications and the confidentiality of customer information and communications.

Section 8. Employee Safety; Ergonomics

- A. Employees will be responsible for compliance with Company safety (including ergonomic) standards.

Section 9. Equipment Malfunctions

- A. Employees must immediately inform supervision of the malfunction of any work-at-home terminal/equipment or services. These situations will be handled on a case-by-case basis.
- B. In such cases, however, employees may be required to come into the office within two (2) hours after receiving notice to do so, in order to finish their shifts, and for future scheduled shifts until the issue is resolved.

Section 10. Reporting to Locations Other Than Residence

- A. Participants may be required to report to Company or non-Company locations for purposes such as, but not limited to, supervisor meetings, training sessions and policy/practice coverage.
- B. If practicable, participants will be given at least forty-eight (48) hours' notice in advance of the start time of such meetings, sessions, and the like.

Section 11. Supervisory Evaluation and Oversight

- A. Supervisors will use the same methods and tools as are used in "brick and mortar" Call Center operations to monitor and evaluate employee performance.
- B. In addition, supervisors will maintain contact with employees through telephone, electronic, or other messaging, and home visits during scheduled hours may be conducted. Any and all discipline meetings (including investigatory interviews and warnings which are to be recorded in the personnel file, suspension, demotion or discharge) shall be conducted at a Company location with Union representation, unless the employee declines Union representation.

Section 12. Work Stoppage

- A. In the event of a work stoppage, the work-at-home equipment in participants' homes may be deactivated and may also be removed.

Section 13. Termination of Program

- A. The Company may terminate the work-at-home arrangements, in whole or in part, at any time upon thirty (30) days' notice to affected employees and the Union.

FRONTIER COMMUNICATIONS OF
MINNESOTA, INC.

COMMUNICATIONS WORKERS OF
AMERICA, DISTRICT 7

Mike Kruger
Director – Labor Relations

Al Piker
Staff Representative