

**Agreement**

between

**Frontier Communications of the White Mountains**

and

**Communications Workers of America**

(CWA Local Union 7019 – Show Low, AZ)

**November 19, 2017– November 21, 2020**

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**AGREEMENT BETWEEN**  
**COMMUNICATIONS WORKERS OF AMERICA**  
**AND**  
**CITIZENS TELECOMMUNICATIONS COMPANY OF THE WHITE MOUNTAINS, INC.**  
**dba FRONTIER COMMUNICATIONS OF THE WHITE MOUNTAINS**  
**RECOGNITION AND WORKING AGREEMENT**

This Agreement is entered into as of November **19, 2017**, by and between Citizens Telecommunications Company of the White Mountains, Inc. d/b/a Frontier Communications of the White Mountains, or its successors, hereinafter referred to as the "Company" or "Management", and Communications Workers of America, representative of the eligible employees in the Show Low, Arizona District.

This Agreement recognizes the Union's right to sole and exclusive representation for collective bargaining purposes of the eligible employees of the Company at the above listed locations as limited by the Labor Management Relations Act of 1947 and concerning wages, hours, working conditions and other conditions of employment.

The Union and the Company mutually agree in composition of all contract issues presented in these negotiations concerning the Bargaining Units as follows:

**ARTICLE 1. RECOGNITION**

- 1.1 The Company recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all of the eligible employees of the Company as listed by titles and wage rates in Exhibit B of this Agreement in the Show Low, Arizona District.
- 1.2 The Company and the Union agree not to change, add to, or delete from the titles and wage rates listed in Exhibit B during the term of this Agreement, except as provided by the following:
  - a. The Company may, when it determines it to be appropriate, propose to the Union to create a new job title in the Bargaining Unit, or to restructure or redefine existing titles. Such proposal to the Union shall include the job title, a job description for the proposed title and the wage rate proposed.
  - b. If the Union is dissatisfied, it may request negotiations within twenty (20) days of the receipt of the Company's proposal. If negotiations are not requested, the Company may implement the proposal at the end of that twenty (20) days.
  - c. If the Company and Union cannot agree in negotiations within thirty (30) days, the Company may implement the proposal and the Union may request that the matter be referred to a third neutral party mutually acceptable to the Company and the Union who specializes in evaluating the worth of a job.

- d. The third neutral party will be restricted to deciding on either the Company's last offer or the Union's last offer from negotiations as it applies to the appropriate wage rate. If the third neutral party determines the Union's last offer is the appropriate wage rate, it shall become the effective wage rate as of the date the title was implemented.
- 1.3 The term eligible employees referred to in 1.1 shall include all regular employees with the titles in Exhibit B. In the event the Company recreates any of the following titles to perform the same function performed when they were previously in Exhibit B of prior Agreements with the Union, such titles shall also be included in 1.1 and the provisions of 1.2 shall apply: Operator, Line Technician, Groundperson, Installer/Repair Specialist, Estimate Assignment, Line Assigner, Storekeeper, Service Representative, Plant Repair Service Clerk, Test Desk Technician, Plant Dispatcher, Clerical Assistant.

## **ARTICLE 2. NONDISCRIMINATION**

- 2.1 Neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, sex, age, national origin, religion, membership or non-membership in the Union, non-disqualifying physical or mental disability, status as a disabled and/or Vietnam Era veteran, or marital status.

## **ARTICLE 3. MANAGEMENT RIGHTS**

- 3.1 The Company has the right to hire, direct the working force, to discipline, suspend, or discharge employees for cause, to promote, transfer, or lay off employees, to make such rules and regulations as the Company considers necessary or advisable for the orderly and efficient conduct of its business.
- 3.2 Nothing in this Agreement is intended to be construed in any way to interfere with the recognized prerogative of the Company to manage and control the business, but each employee covered by this Agreement shall possess the right to appeal through the grievance and arbitration procedures as provided by the terms of this Agreement.

## **ARTICLE 4. BARGAINING PROCEDURE**

- 4.1 Meetings between the Union and the Company for the purpose of collective bargaining and for the adjustment of grievances shall be conducted by and between the duly authorized representatives of the Union and the Company upon request and reasonable notice at such times and places as may best suit the convenience of the parties.

- 4.2 The Company agrees to designate appropriate Management representatives to meet and deal with appropriate designated representatives of the Union at the Local, State, and Vice President levels of the Union. The Company will provide reasonable release time without loss of pay for up to two employees designated by the Union for the purpose of collective bargaining relative to this Agreement.
- 4.3 The Union and the Company agree to provide each other with the current lists of the authorized representatives and officers qualified to represent the respective parties at the Local, State, and Vice President levels of the Union and the equivalent levels of the Company.

## **ARTICLE 5. RESPONSIBLE UNION-COMPANY RELATIONSHIP**

- 5.1 The Company and the Union recognize that it is in the best interests of both parties, the employees, and the public that in the interests of efficiency, productivity, and amiable labor relations, all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit. Each party shall bring to the attention of all employees in the unit, including new hires, their duty to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to this purpose.
- 5.2 A Management representative shall advise all employees entering the work group of the names of all authorized Union representatives in the work group and shall introduce the employees to the appropriate Union representative in the work group.
- 5.3 The new telecommunications industry calls on all of us, the Company, the Union, and the employees to respond quickly to new and changing markets. The changes which are impacting our customers, our employees, and our Company are the challenges that we must meet and handle together. The parties agree that the Company will be required, as a result of the increased competitive nature of the industry, to add new kinds of services such as broadband, video and wireless. The Company will have to change its models for handling business to remain competitive with new players in the communications industry. The days of "business as usual" will no longer be seen in our industry. Technology is changing the model of communications so quickly, the Company, its employees and the Union, must be willing to move and change or be left behind. Our combined strength will be in what we can do working together to meet the challenges.

During the course of collective bargaining, the Company and the Union have frequently discussed that changes can create concern among employees and we agree that those concerns can be minimized through joint discussion and timely resolution of issues.

To this end, joint committees comprised of appropriate representatives of the Union and the Company shall be established. Meetings will be convened by the parties at mutually agreeable places and times, no less than annually. Otherwise, the members of this Common Interest Forum shall determine its composition, structure, agendas, and operation. The members of this Common Interest Forum may request that both the Company Corporate Human Resources Director and the CWA Staff Representative attend an annual meeting; when so requested to attend, these individuals may elect to attend in person or remotely (e.g., telephonically).

The Union and the Company will establish, as needed, a process at the Common Interest Forum that will allow "Pilot Programs". The Pilot Programs may include, but are not limited to, such issues as scheduling issues, community involvement, programs which improve the Company's competitive position and improve revenue or customer satisfaction. The Union does not waive its right to negotiate issues which impact the bargaining unit.

## **ARTICLE 6. UNION ACTIVITY ON COMPANY PREMISES**

- 6.1 Local Union representatives or members may solicit non-members and carry on similar Union activity outside of working periods, in space where no Company operations or administrative work is performed, provided that such activity does not interfere with the rights of an individual employee.
- 6.2 Union activities may be carried on by local Union representatives at locations specified by the State or District manager. Reasonable notice shall be furnished by the Union to Management requesting use of such locations.

## **ARTICLE 7. PAYROLL DEDUCTION OF DUES**

- 7.1 The Company agrees that, upon receipt of a written request for deduction of Union membership dues signed by an employee, it will deduct from such employee's wages the amount specified in such request and transmit the sum so deducted, along with a list of all eligible employees in the Bargaining Unit designating for whom such deduction has been made, to the Secretary-Treasurer of the Union subject to all conditions contained in the Dues Deduction Authorization Card, designated as Exhibit "A", a copy of which is a part of this Agreement. The list referred to above, shall set forth each employee's social security number, mailing address, employee number, work location, title, and wage rate.
- 7.2 An authorization by an employee for deduction of Union dues may be revoked by means of an individual written notice to the Company and the Local Union sent by the employee by Registered or Certified Mail, Return Receipt Requested.
- 7.3 It shall be the responsibility of the Secretary-Treasurer of the Union to certify to the Company, in writing, the amount of the periodic Union membership dues uniformly required by each Local and that such amount was duly established in accordance with the Union's Constitution and the Bylaws of such Local.



- 7.4 The Union membership dues will be deducted from the pay earned during the first payroll period ending in each calendar month, provided there is sufficient pay available after other deductions are made in accordance with the established priority of deductions. If there is insufficient pay earned in the first payroll period from which to make such deduction, it will be deducted from subsequent payroll periods closing with the same calendar month.
- 7.5 New Employee Lists. The Company agrees to furnish the appropriate National Vice President of the Union, each month, with the names of all new eligible employees employed within the collective bargaining unit during the preceding month. The notification shall state the employee's name, residence address, and work location.
- 7.6 No charge shall be made to the Company for the cost incurred in carrying out this undertaking and in furnishing the service and information described in Paragraphs 7.1 and 7.5 of this Article.
- 7.7 Indemnification. The Union agrees to indemnify the Company and hold it harmless from all claims, damages, costs, fees or charges of any kind, except as provided in Paragraph 7.6 above, which may arise out of the honoring by the Company of dues deductions authorizations in accordance with the provisions of this article and the transmitting of such deducted dues to the Union.

## **ARTICLE 8. CLASSIFICATION AND SENIORITY OF EMPLOYEES**

- 8.1 Employees will be classified as Regular Full-time, Temporary, or Occasional as follows:
- 8.1.1 A Regular Full-time employee is one whose employment is reasonably expected to continue for more than one (1) year.
- 8.1.2 A Temporary employee is one whose term of employment is intended to ordinarily last not more than one (1) year, or who is engaged for a specific project. If a Temporary employee is hired as a Regular Full-time employee, that employee will be given Bargaining Unit Seniority and Net Credited Service for all straight-time hours paid back to the most recent date of hire. Temporary employees shall enjoy only the following benefits:
- a. Holiday pay as provided in Article 13 (Holidays) in this Agreement.
  - b. If a Temporary employee works for one (1) year or more, they will be eligible for all holidays as outlined in Section 13.1.
  - c. After completion of each six (6) months of continuous service, Temporary employees shall be entitled to five (5) days of vacation. No other or additional vacation shall accrue or be available to Temporary employees. Vacation will either be paid off at the time of

termination or the Temporary employee will be eligible to take vacation based on the demands of service.

- 8.1.3 An Occasional employee is one who is hired to work during a period when additional work of any nature requires a supplemental force including sporadic call-ins, or in other periods of peak workload, or to relieve regular employees when not available (for example; illness, vacations, leaves of absences, holidays etc.). Regular employees shall have the opportunity to work a holiday before an occasional employee is scheduled to work. The term of employment is intended to ordinarily last not more than six (6) months. If an Occasional employee is hired as a Regular Full-time employee, that employee will be given Bargaining Unit Seniority and Net Credited Service for all straight-time hours paid back to the most recent date of hire. Occasional employees shall not be entitled to benefits or additional pay for work performed on a holiday (Articles 13.2 and 20.5.1).
- 8.1.4 Wage step progression for Temporary and Occasional employees will occur at the completion of one thousand forty (1,040) actual hours paid or six months, whichever comes first, since the date of hire or last step progression.

## 8.2 Seniority for Regular Full-time Employees

- 8.2.1 For the purpose of this Agreement, seniority shall be of two (2) types:
- a. Bargaining Unit Seniority - For employees coming into the Bargaining Unit on or after January 1, 1993, Bargaining Unit Seniority is the length of continuous employment with Frontier Communications of the White Mountains (as computed from the employee's date of hire, rehire, reinstatement, or transfer) plus, in the case of transfers from another Frontier property which occur on or after November 16, 2014, the length of all seniority accrued under any other Frontier collective bargaining agreement with a reciprocal seniority agreement as of the date of transfer. For employees in the Bargaining Unit prior to January 1, 1993, Bargaining Unit Seniority shall be the same as the employee's Net Credited Service. This permanent Bargaining Unit Seniority date shall be used only for the purpose of force adjustments as defined in Article 21 (for employees entering the Bargaining Unit after Union notice of ratification), selection of vacation and hours of work. In the case of an employee whose Bargaining Unit service has been broken and the break is bridged crediting the employee with the previous service, the increased Bargaining Unit Seniority shall be used.
  - b. Net Credited Service - as defined in Exhibit C, shall apply for all other purposes. In the case of an employee whose service has been broken and the break is bridged, crediting the employee with previous service, the increased Net Credited Service shall be used for determining the employee's Net Credited Seniority.

- 8.2.2 Previous employees who are rehired after voluntary or involuntary termination will have their employment record bridged for purposes of Bargaining Unit Seniority and/or Net Credited Service in accordance with the following:

For purposes of Bargaining Unit Seniority and/or Net Credited Service:

- a. Breaks in continuous employment of less than five (5) years will be bridged immediately upon rehire or return from leave.
- b. Breaks in continuous employment which exceed five (5) years will be bridged immediately if the length of prior continuous employment exceeds the break in service.
- c. If the break in service exceeds five (5) years and is not longer than the length of previous continuous employment, bridging will occur at the end of a five (5) year period of continuous service after reemployment.

## **ARTICLE 9. GRIEVANCE PROCEDURE**

- 9.1 It shall be the duty and responsibility of both the Company and the Union to process grievances at each successive step of the grievance procedure, provided that a mutually agreeable settlement has not been reached. Grievances shall be processed in accordance with the following procedures:

### Step 1

Grievances shall be presented in writing to the immediate supervisor within twenty (20) calendar days following the occurrence of the act or incident giving rise to the grievance, or within twenty (20) calendar days following the date upon which the facts of the grievance first became known. Within ten (10) calendar days of receipt of the written grievance, the supervisor and the authorized Union representative shall meet to resolve the grievance. The written grievance shall set forth:

- a. The name(s) of the employee(s) aggrieved.
- b. The nature of the grievance. (A brief description of the circumstances out of which it arose.)
- c. The section(s) of this Agreement, if any, relied upon or claimed to have been violated.
- d. The remedy or correction desired.

The Company shall give its decision in writing to the Union within seven (7) calendar days following the conclusion of the Step 1 meeting(s). It shall be the objective of both the Company and the Union to settle grievances at the first step to the greatest extent possible.

### Step 2

If the Union is not satisfied with the Company's decision at Step 1, the Union may appeal the grievance to Step 2 within ten (10) calendar days following the receipt of the Company's Step 1 written decision. The authorized Union representative and the Company's second level manager or authorized representative shall meet within fifteen (15) calendar days of such appeal and, in good faith, attempt to resolve the matter. The Company shall give its written decision to the Union within seven (7) calendar days following the Step 2 meeting(s).

### Step 3

If the Union is not satisfied with the Company's decision at Step 2, the Union may appeal the grievance to Step 3 within fifteen (15) calendar days following the Union's receipt of the Company's Step 2 written decision. The authorized Union representative and the Company's Director-Human Resources or authorized representative shall meet within twenty (20) calendar days of such appeal. Both parties shall attempt to resolve the matter, and the Company shall give its written decision to the Union within ten (10) calendar days following the Step 3 meeting(s).

- 9.2 If the Union is not satisfied with the final decision of the Company at Step 3, the Union may submit the matter to binding arbitration under the provisions of Article 10, Arbitration, of this Agreement
- 9.3 The Management and the Union agree to assist each other in the investigation of the circumstances surrounding and related to any grievance. The Management agrees that once a grievance has been referred to the Union, no representative of Management will discuss the matter with the grievant(s) without notification to an appropriate representative of the Union, and a reasonable opportunity for the Union representative to be present at the grievances.
- 9.4 The time limits specified in this Article may be extended by mutual agreement of the parties.
- 9.5 It is agreed that neither the Company nor its representatives, nor the Union, its locals, representatives or members, will attempt by means other than the grievance procedure to bring about the settlement of any issue which is properly a subject for disposition through the grievance or arbitration procedure.
- 9.6 The Company and the Union agree that the provisions of Article 4 concerning meetings and representatives shall apply in all respects, except as modified specifically in this Article.
- 9.7 Pay Treatment for the Handling of Grievances. Management will arrange at times consistent with service requirements to meet with employees who are authorized local Union representatives to discuss for a reasonable period of time grievances. The above time (including necessary travel time) for the local Union representative(s), as well as the employee or employees having the grievance, if spent during their scheduled working hours, shall be without loss of pay provided that not more than two (2) employees, including local Union representatives, shall

be eligible for the above pay treatment. Where mutually agreeable, more than two (2) employees may be authorized without loss of pay.

## **ARTICLE 10. ARBITRATION**

- 10.1 If a grievance subject to the provisions of this Article cannot be satisfactorily adjusted under the grievance procedure set forth in Article 9, either party may submit the grievance to arbitration by written notice within thirty (30) calendar days immediately following receipt of the Company's final decision on the grievance. Said written notice shall be in the form of a request for arbitration to the American Arbitration Association (AAA), copy to the other party, and the parties shall proceed in accordance with the Rules of Procedure of AAA. Grievances subject to the provisions of this Article shall be limited to the following:
- a. Grievances arising out of or resulting from the application or divergent interpretation of the provisions of this Agreement.
  - b. Grievances arising out of or resulting from the dismissal, suspension, or demotion of a regular employee subject to the following conditions:
    1. The net credited service of the dismissed, suspended or demoted employee as determined from the Employee's Record, must have reached one (1) year or more as of date of dismissal, suspension or demotion.
    2. The dismissal, suspension or demotion of an employee for security reasons or for any act of misconduct shall not be arbitrable.
    3. A dismissal, suspension or demotion which is arbitrable shall stand unless it is established that the dismissal, suspension or demotion was effected without just cause.
    4. If it is established that a dismissal, suspension or demotion which is arbitrable was effective without just cause, the dismissed, suspended or demoted employee shall be reinstated in employment effective as of the date of dismissal, suspension or demotion and shall receive his/her regular rate of pay for the time lost from the date of dismissal, suspension or demotion reduced by the sum of the following amounts: (a) any amount other than wages received from the Company at the time of dismissal, suspension or demotion, plus any service pension payments made during the time of dismissal, suspension or demotion; (b) any amount paid to or receivable by the employee as wages in other employment since the date of dismissal, suspension or demotion; (c) any amounts paid to or receivable by the employee for the period since the date of dismissal, suspension or demotion as unemployment benefits under any provision of present or future law; provided, however, that such amounts shall not be withheld in the situation where the employee is required, by state law or otherwise, to repay such unemployment benefits.

5. For the purpose of this Article, and for no other purpose whatsoever, the term "regular rates of pay" shall be the sum of the following factors: (a) straight time earnings at the rate provided in the Agreement between the parties which was applicable for the period of time lost from the date of dismissal, suspension or demotion; (b) overtime at the rate of pay provided in the applicable Agreement between the parties based upon actual scheduled overtime, as opposed to incidental assigned overtime, worked by employees performing the same or similar functions as the dismissed, suspended or demoted employee and within the immediate assigned crew or other representative unit to which the employee would have been assigned during the time lost from the date of dismissal, suspension or demotion. In addition, the employee's "fringe benefit" entitlements shall be determined as though the employee had in fact not been dismissed, suspended or demoted. The Company shall reimburse the employee for those expenditures which he/she was required to make either to continue the same "fringe benefits" which he/she would have had during the time of suspension, dismissal or demotion or which he/she was required to make because he/she was not covered by such "fringe benefits."
  6. For purposes of this Article, the term "demotion" shall constitute a change as a regular assignment from a job title listed in Exhibit B to another job title listed in Exhibit B which has a lower maximum rate than the job classification or title held prior to the title change.
  7. If it is established that a demotion which is arbitrable was effected without just cause, the demoted employee shall be reinstated in his/her prior job classification effective as of the date of his/her demotion and shall receive his/her regular rate of pay from the date of demotion reduced by the amount of wages actually paid by the Company during the period of demotion.
- 10.2 The decision of the arbitrator shall be final and the Company and Union agree to abide by such decision.
  - 10.3 The arbitrator may interpret this Contract and apply it to the particular cases submitted, but he/she shall not have any authority to add to, subtract from, or in any way modify the terms of this Agreement or any agreement made supplementary hereto. Any case appealed to arbitration on which the arbitrator has no power to rule under the terms of the Agreement shall be referred back to the parties without decision.
  - 10.4 The compensation and expense of the arbitrator shall be borne by the Union and the Company in equal parts.

## ARTICLE 11. ABSENCE FROM DUTY

- 11.1 Voting. Employees shall be excused for such time as reasonably necessary, but not to exceed two (2) hours, to vote in National, State or Local elections provided they could not otherwise reach the polls at a time not scheduled to work when the polls are open. Employees are expected to make every effort to vote during other than working hours.
- 11.1.1 Such time off to vote shall be paid when pay is required under federal or state law.
- 11.2 Jury Duty. Regular employees who are required to serve as jurors shall be excused from their regular workday schedule each day they are required to report for jury duty, and they shall be paid at their basic wage rate for such absence. Employees who are scheduled to work an evening or night shift will be rescheduled to work a day shift effective the first day they report for jury duty. If employees are excused from such jury duty for all or part of a scheduled day, they shall promptly contact their immediate supervisor in person or by telephone for an assignment. Any monies, other than expenses, paid the employee by the court shall be integrated into the employee's basic wage paid during that jury duty.
- 11.3 Witness Duty. Regular employees who are required by subpoena to appear as witnesses in court shall be excused from their regular workday schedule each day they are required by subpoena to report for witness duty and they shall be paid at their wage rate for such absence. Employees who are scheduled to work an evening or night shift shall be rescheduled to work a day shift on each day the employee is required by subpoena to serve as a witness. If employees are excused from such witness duty for all or part of a scheduled day, they shall promptly contact their immediate supervisor in person or by telephone for an assignment. Any monies, other than expenses, paid the employee by any source for acting as a witness shall be integrated into the employee's basic wage paid while being a witness.
- 11.4 Election Day Service. Any employee who requests time off to serve in connection with a National, State or Local election shall be excused for the entire day without pay if the demands of service permit.
- 11.5 Death in Family. In the event of a death in the immediate family, a Regular Full-time employee shall be granted time off without loss of pay for a period not to exceed three (3) days. The amount of time off depends upon the circumstances of each case.
- 11.6 Immediate Family. Within the meaning of this section shall only include a husband, wife, daughter, son, mother, father, brother, sister, grandmother, grandfather, grandson, granddaughter, mother-in-law or father-in-law, sister-in-law or brother-in-law, son-in-law, daughter-in-law, grandmother and grandfather of the employee's spouse, or domestic partner.

## 11.7 Excused Time for Union Business.

- 11.7.1 Employees who are authorized representatives of the Union will be excused from regular work with the Company without pay or will be granted formal leaves of absence from employment without pay to attend the business matters pertaining to the Union, as determined by the Company and other conditions hereinafter stated.
- 11.7.2 A request for excused absence of an employee for Union business of more than one (1) full day shall be made sufficiently in advance to enable the Company to make whatever force adjustment it deems necessary. Such requests shall be in writing and shall be signed either by the appropriate National Vice President of the Union or by a Union representative who has been designated, in writing, to the Company by that Vice President. Such request shall be directed as follows:
- a. Requests signed by the appropriate National Vice President of the Union should be directed to the State or District manager.
- 11.7.3 An excused absence for Union business for any employee shall not exceed thirty (30) consecutive days, nor shall the total period of excused absence for any employee exceed one hundred twenty (120) scheduled working days in any calendar year.

## 11.8 Leaves of Absences – Conditions.

- 11.8.1 Regular Full-time employees may be granted a leave of absence, without pay, service requirements permitting, as determined by the Company, for a period of up to six (6) months.
- 11.8.2 The period of absence will not be deducted in computing term of employment, and the period of absence will not be credited for wage progression purposes.
- 11.8.3 A leave of absence granted under the terms of this Agreement will be terminated.:
- a. Whenever the Union shall cease to be the bargaining representative for the eligible employees in the department involved.
  - b. Or upon expiration of the period for which the leave is granted.
  - c. Or prior to such expiration, upon the date an employee shall return to work following assignment by his/her supervisor.
- 11.8.4 Any employee excused from duty or granted a leave of absence under this Agreement will be restored to the status of an active employee at the



termination of his/her absence; provided that, had he/she remained in active service during the period of absence, he/she would be qualified and eligible to retain his/her former position or an equivalent position.

- 11.8.5 No physical or occupational examination shall be required as a requisite of reemployment except where an obvious physical or mental condition exists which requires medical advice regarding job placements or fitness for work.
- 11.8.6 The rate of pay upon return shall be that rate at the same point on the wage schedule the employee occupied when he/she left; that is, any modifications in wage progression schedules effected while the employee is on leave, which changes the occupational rate in effect at the time of the leave, will be applicable to him/her upon his/her return.
- 11.8.7 All rights of any employee under a leave of absence granted under this Article shall terminate if the employee resigns his/her employment with the Company or accepts employment with other than the Union or the Company, prior to the expiration of the leave.
- 11.8.8 The Company may grant a leave of absence for up to six (6) months with no guarantee that a position will be available upon expiration of the leave if the employee so requests it.

#### 11.9 Leaves of Absence for Union Business.

- 11.9.1 Any absence of any employee for Union business which is in excess of the limitations set forth in Paragraph 11.8.3 above, shall be covered by a leave of absence.
- 11.9.2 When an employee who is an authorized representative of the Union requires time off from Company duties to attend solely to Union matters either before or after exhausting the time allowed him/her without pay, provided in the above, he/she will be granted a leave of absence either on the initiative of the Company or upon his/her written request approved by the Vice President District 7 of the Union, to his/her supervisor, provided that:
  - a. No such leave of absence shall be for an initial period of less than one (1) month or more than one (1) year, nor shall the total period of all such leaves of absence of one (1) month or more for any one (1) employee, exceed six (6) years. An exception will be made for those employees who hold an elected office to the extent that they may complete the current normal term of office to which he/she has been elected.

#### 11.10 Family/Medical Leaves of Absence. In the event of a request for leave due to the birth of, adoption of or receiving for foster care a child or for the serious illness of

a spouse, parent, child, relative who is a dependent of the employee, or the employee, subject to the terms of this Article, the employee will be entitled to leave for up to twelve (12) weeks in a twelve (12) month period. This time shall run concurrently with any vacation or sick leave to which the employee may be entitled. Any leave granted in accordance with this provision shall also be subject to the then current provisions of the Family and Medical Leave Act of 1993 and any applicable laws of the State of Arizona.

## **ARTICLE 12. ILLNESS TREATMENT/SHORT TERM DISABILITY**

- 12.1 If an employee becomes ill or disabled and unable to work, he or she will be eligible for Short Term Disability with pay 6 months after his/her date of hire. If circumstances warrant, the Company may require the employee to provide medical certification of inability to work due to illness or disability. Similarly, the Company may require medical certification that the employee may return to work following an absence due to illness or disability.
- 12.2 Short Term Disability pay is available for up to six (6) consecutive months (180 calendar days) and will be administered in accordance with the Company Short Term Disability Policy.
- 12.2.1 100% Pay: Short Term Disability (STD) provides 100% of regular base pay for each work day from the 4<sup>th</sup> work day of absence because of an illness/disability through the 30<sup>th</sup> consecutive calendar day of that illness/disability.
- a. The first three (3) work days of absence because of illness/disability will be unpaid waiting days; **an employee may choose to offset all or a portion of these unpaid waiting days using paid sick days as provided in Section 12.3 below.**
- 12.2.2 75% Pay: Short Term Disability (STD) provides 75% of regular base pay for each work day from the 31<sup>st</sup> work day of absence because of an illness/disability through the 90<sup>th</sup> consecutive calendar day of that illness/disability.
- 12.2.3 67% Pay: Short Term Disability (STD) provides 67% of regular base pay for each work day from the 91<sup>st</sup> work day of absence because of an illness/disability through the 180<sup>th</sup> consecutive calendar day of that illness/disability.
- 12.2.4 LTD: for work days of absence occurring on or after the 181<sup>st</sup> calendar day of consecutive absence, the employee shall apply for coverage under the Company's Long Term Disability (LTD) plan.
- 12.3 Each employee will be eligible for up to eight (8) paid sick days each calendar year.**

- 12.3.1** These sick days are solely for use when an employee is unable to work either as a result of the employee's own illness or disability OR as a result of illness in the employee's immediate family (an accident or a life-threatening illness in the employee's immediate family, as defined in Section 11.6 of the CBA, which requires hospitalization or immediate medical attention).
- a. No more than five (5) of these eight (8) sick days may be used for the employee's own illness or disability, and no more than five (5) of these eight (8) sick days may be used for illness in the employee's immediate family; in no event may an employee use more than eight (8) paid sick days in a calendar year.
  - b. For absences due to the employee's own illness or disability, these sick days may only be used to offset all or a portion of the employee's unpaid waiting days as provided in Section 12.2.1a.
- 12.3.2** These sick days may only be used in the calendar year in which they are granted.
- 12.3.3** The Company may require the employee to produce reasonable documentation that the time for which he/she is requesting paid sick time is for a purpose covered by Section 12.3.1. The Company's absence control policy will not count legitimate paid sick time taken under this Article as an absence that may lead to or result in discipline, discharge, demotion, suspension, or any other adverse action.
- 12.3.4** Except as otherwise provided in this Article, the provisions of "The Fair Wages and Healthy Families Act" concerning paid sick time, Section 23-364 et seq., Arizona Revised Statutes, are expressly waived, as provided in Section 23-381, Arizona Revised Statutes, for employees covered by this Agreement.

## **ARTICLE 13. HOLIDAYS**

- 13.1** The following holidays are authorized and shall be observed:

New Year's Day - January 1  
Memorial Day - Last Monday in May  
Independence Day - July 4  
Labor Day - First Monday in September  
Thanksgiving Day - As proclaimed by the President of the United States  
The Day after Thanksgiving Day\*  
Christmas Day - December 25  
Personal Holidays (5)

\* Employees hired on or after November 16, 2014, will observe Martin Luther King Jr. Day (3<sup>rd</sup> Monday of January) in lieu of the Day After Thanksgiving Day holiday.

13.1.1 New employees will accrue personal holidays based on length of continuous service as follows:

After 3 months continuous service:	2 days
After 6 months continuous service:	1 day added
After 9 months continuous service:	1 day added
After 12 months continuous service:	1 day added

After one (1) year of continuous service from date of hire, employees will be eligible for a total of five (5) personal holidays each calendar year. Personal holidays shall be selected at the time vacation selections are made and such personal holidays must be taken on a normally scheduled work day. By mutual agreement of the employee and the supervisor, a personal holiday may be rescheduled from the one originally selected.

13.1.2 Personal days off with pay should be selected or changed as far in advance as possible, ordinarily not less than five (5) days in advance of the day the employee wishes to be off. By mutual agreement, the employee may be granted the day off with twenty-four (24) hour's notice. Up to two of an employee's personal holidays may be granted in less than full day increments, but not less than increments of one hour.

## 13.2 Holiday Treatment.

13.2.1 Holidays falling on Sunday will be observed on the following Monday. Holidays falling on Saturday will be observed on the preceding Friday.

13.2.2 Holidays falling on Monday to Friday, inclusive, will be treated as follows:

- a. Employees will, if the demands of the service permit, be excused for the holiday without loss of pay except when an employee who is absent on either his/her regular working day preceding or his/her regular working day following the day a holiday is observed will not be paid for the holiday unless such absence is authorized wherever possible in advance (or unless he/she works the holiday). If an employee is absent both his/her regular working day preceding and his/her regular working day following the day a holiday is observed, he/she will not be paid for the holiday (unless he/she works on the holiday).
- b. Employees who are required to work on the day a holiday is observed (meaning the period from 12 midnight to 12 midnight of the day observed as the holiday) shall be paid two and one-half (2-1/2) times his/her basic rate of pay for all hours worked. In addition, for all hours not worked by the employee within the hours of his/her scheduled tour

on the day the holiday is observed, he/she shall be paid at his/her basic rate of pay. As used in this subparagraph, the hours of an employee's scheduled tour on an observed holiday shall not exceed eight (8) and will be the same as the first hours of those scheduled in the last scheduled tour of the employee proceeding the day on which the holiday is observed.

- c. To the extent justified by work requirements, employees who work on a holiday shall be scheduled to work the same number of days in that week in addition to the holiday, as are normally worked by employees excused from work on the holiday.
- d. Employees absent due to illness on either the work day preceding or following a holiday observed Monday to Friday inclusive will be paid for the holiday. If an employee is absent due to illness on both the day preceding and the day following such holiday, the holiday will be considered a day of illness.
- e. An employee who is absent for reasons other than sickness absence or excused absence on the day a holiday is observed shall receive no pay for the holiday.

13.2.3 As many employees as the service requirements permit will be excused on a holiday.

13.2.4 Holiday Compensation - Temporary Employees.

- a. A Temporary employee who works on the day a holiday is observed shall be paid at two and one-half (2-1/2) times the basic rate of pay for all hours worked, plus any tour differential worked. In addition, such an employee, if he/she works fewer hours on that day than the daily average of hours he/she works in a normal week on his/her part-time assignment (determined as set forth in Paragraph 13.2.4(c) below, shall be paid at his/her basic rate for the difference between the hours worked on the day the holiday is observed and the daily average of hours worked in a normal week.
- b. A Temporary employee who does not work on the day a holiday is observed shall be paid for the holiday at his/her basic rate of pay for the number of hours equal to the daily average of hours worked by him/her in a normal week determined as set forth in Paragraph 13.2.4(c) below, plus any tour differential worked, provided that the provisions of Paragraph 13.2.2(e) above shall be equally applicable to Temporary employees as they are to Full-time employees.
- c. For the purposes of Section 13.2.4(a) and 13.2.4(b) above:
  - 1. The hours of a normal week shall be determined by taking the average of hours actually worked in the four (4) weeks preceding

the holiday, except if these weeks are not representative four (4) representative weeks shall be selected for said purpose.

2. The daily average of hours worked by a part-time employee in a normal week shall be determined by dividing by five (5) the number of hours worked in a normal week, except in those cases where the force of the exchange is scheduled to work a longer work week, in which case the hours of the week should be divided by the number of full days the employee is scheduled to work.

## **ARTICLE 14. VACATIONS**

14.1 Vacations with pay shall be granted in January of each year in line with demands of the service as listed below:

- a. Five (5) weeks' vacation shall be granted all employees during the calendar year in which their total net credited service as established by the Company is twenty-five (25) full years or more but only if at least one (1) week of vacation is taken during the months of January, February, March, April, November or December.
- b. Four (4) weeks' vacation shall be granted all employees during the calendar year in which their total net credited service is fifteen (15) full years or more but who do not qualify for a five (5) weeks' vacation.
- c. Three (3) weeks' vacation shall be granted all employees during the calendar year in which their total net credited service is seven (7) full years or more but who do not qualify for a four (4) weeks' vacation.
- d. Two (2) weeks' vacation after completion of twelve (12) months of service, provided that if terms of employment of six (6) months and twelve (12) months are both completed in the same calendar year, only two (2) weeks' vacation will be granted, with the second week to be taken after completion of twelve (12) months of net credited service. The first week may be scheduled after completion of six (6) months of net credited service as provided in Paragraph (e) below:
- e. One (1) week vacation after completion of six (6) months of service.

14.2 It is the Company's established policy that employees take their vacation during the calendar year in which it is granted. However, employees who are unable to take their current year vacation due to business reasons and with supervisory approval, will be allowed to carry over their vacation to the following year. Employees who have a need for additional vacation time in a following year may also be approved to carry over up to two week's vacation to meet such need. Requests for carry over vacation shall be in writing to the employee's supervisor. Carry over vacation does not have priority scheduling over the current years vacation schedule. This time is to be scheduled in the following year together with

that year's vacation, in accordance with the normal vacation scheduling procedures. Employees who do not take their vacation by December 31 and who do not qualify for an exception will lose any remaining unused vacation hours. These remaining vacation hours will be eliminated the first pay period in the following year.

- 14.3 Vacation schedules will be prepared by the Company for each occupational and/or administrative unit. After December 1 and prior to March 1 of each year, the Company will check with each employee as to the dates desired for vacations. The Company will then post on bulletin boards a schedule of vacation periods, respecting the wishes of the employees insofar as the demands of service of the respective work groups will permit. The selection of vacation dates within each schedule will be on the basis of Bargaining Unit seniority as shown by the records of the Company. Except as provided in Paragraph 14.13, employees may split vacations into periods of not less than one (1) work week, if the demands of service permit. If 2 or more employees request the same vacation period, seniority shall prevail. The junior employee who was denied this time will be placed on an alternate list. The junior employee would be granted (by seniority) this vacation period if the period is vacated by the more senior employee or the Company permits additional availability of employees off for that time period. The employee's supervisor is to be notified of all such changes. However, the placement of the junior employee on the alternate list does not affect the requirement that all vacation must be scheduled.
- 14.3.1 If an employee desires to change his/her vacation period, he/she shall give the Company at least fourteen (14) days written notice and the Company will accommodate him/her providing the change does not conflict with other vacations or the demands of service.
- 14.4 Schedules will be prepared in such a manner as to permit a maximum number of vacations during the more desirable vacation season if the demands of the service permit.
- 14.5 A vacation week will be a work week and no work shall be scheduled for the employee in a vacation week. The last week in December will be considered a work week for vacation purposes in the current year. It will be considered a work week for vacation purposes in the following year if four (4) or more of the calendar days in that week are in the following year.
- 14.6 Salary payments in lieu of vacation shall not be made, except as provided in Paragraphs 14.7 and 14.12 below.
- 14.7 If an authorized holiday to which the employee is entitled under Article XIII, Paragraphs 13.2 or 13.3 occurs during an employee's vacation he/she shall be granted an additional day off with pay. This additional day off with pay shall be granted at a time approved by Management but not necessarily consecutive with the vacation. Such day off shall not be considered as time worked.

#### 14.8 Rescheduling Due to Personal Illness.

- 14.8.1 If an employee is absent due to personal illness on his/her last scheduled day immediately preceding his/her vacation period and the illness continues on the first day of the vacation period to the extent that the employee would be unable to take the vacation or return to work, his/her vacation will be rescheduled on request.
- 14.8.2 When a serious illness occurs during a vacation which impairs the employee's ability to utilize the vacation period for purposes for which vacations are normally intended, it shall be rescheduled. The serious illness must be to the extent that the employee could not have returned to work; if circumstances warrant, the Company may require the employee to provide medical certification of inability to work due to such illness. Only that portion of the vacation which was affected shall be rescheduled.
- 14.9 Absence due to sickness or accident disability exceeding thirty (30) days shall not affect vacation eligibility; following return to duty after absences, an employee who has not taken his/her vacation within the calendar year under the provisions of Paragraph 14.1 of this Section will be expected to take whatever vacation or part thereof he/she is entitled to by December 31 of the current calendar year. Remaining vacation balances will be handled as an exception in accordance with Section 14.2.
- 14.10 Employees who have an approved leave of absence exceeding thirty (30) days are encouraged to take all available vacation prior to the start of their leave. If, however, an employee has remaining vacation upon returning from leave, he/she will be expected to use remaining vacation by December 31 of the current year. If vacation cannot be taken due to demands of service, remaining vacation balances will be handled in accordance with Section 14.2.
- 14.11 An employee returning to duty following approved leave of absence for service in the armed forces of the United States, as defined in the Selective Service Act of 1948 as amended including the reserve components thereof, who has not received his/her vacation within the calendar year, under the provisions of Paragraph 14.1 of this Section, shall be eligible to a vacation within the calendar year of his/her return to duty, which he/she would have received if he/she had been continuously on duty with the Company during the period of absence, and the same conditions with respect to vacation within the calendar year, as covered in Paragraph 14.8 of this Section shall apply.
- 14.12 If, at the time of termination, layoff, retirement or resignation with a minimum of two (2) weeks' notice, an employee who has not taken all of his/her vacation which had been granted for that calendar year, he/she will receive pay for the unused portion.
- 14.12.1 An employee who returns to regular employment during the same calendar year in which he/she terminated or began a leave of absence, will not be granted additional vacation during that remaining calendar year



if he/she had received pay in lieu of vacation at the time of his/her leave/termination.

- 14.12.2 An employee who returns in the year following the commencement of a leave shall be granted a proportionate share of his/her normal vacation entitlement.
- 14.13 A portion of the vacation period may be taken on a one (1) day-at-a-time or half (1/2) day-at-a-time basis if accomplished in the following manner:
- a. At the time an employee is making their vacation period selection, the employee may elect to take up to two (2) weeks of their vacation eligibility on a day-at-a-time or half (1/2) day-at-a-time basis. The choice of vacation time periods shall be noted on the vacation schedule.
  - b. Subject to the demands of the service and upon the basis of the earliest request to the employee's immediate supervisor and with notice of not less than forty-eight (48) hours, single and half (1/2) vacation days may be granted.
  - c. Not later than October 1 of each year, those employees who have elected to take two (2) weeks of vacation on a day or half (1/2) day-at-a-time basis and who have not taken all of their day or half (1/2) day-at-a-time vacation shall select a reserve two (2) weeks from the remaining available vacation weeks on the current vacation schedule to be used by December 31.
- 14.14 Vacations will ordinarily begin on Sunday and end on Saturday. An employee may not schedule non-consecutive vacation periods so as to encompass more than three (3) authorized holidays which are subject to rescheduling as "in lieu" days. The pay treatment to be accorded for an authorized holiday falling within a vacation period shall be as provided in Paragraph 15.7. Vacation periods of less than one (1) full week shall not be granted except as provided for in Paragraph 14.13.
- 14.15 Full scheduled weeks of vacation will take precedence over day or half (1/2) day-at-a-time selections and full day selections will take precedence over (1/2) day-at-a-time selections.
- 14.16 Paychecks. Upon an employee's written request to payroll two (2) weeks prior to the employee going on vacation, the employee may receive the paycheck that would be due him/her during the time he/she is on vacation. Such advance paychecks will only be issued for vacation periods of one week or more that occur during a normal payday.

## ARTICLE 15. RETIREMENT PLANS

### 15.1 PENSION PLAN

- 15.1.1 Except as provided in this Article, there shall be no negotiations during the life of this Agreement upon changes in pensions or any other subject covered by the agreed plan for employee's pensions and disability benefits.
- 15.1.2 In the event, during the life of this Agreement, the Company proposes to change the agreed plan for employee pensions and disability benefits by action affecting the benefits or privileges of employees represented by the Union, it will before doing so notify the Union of its proposal and afford the Union a period of sixty (60) calendar days for bargaining on said proposal. Provided, however, that no change may be made in the plan which would reduce or diminish the benefits or privileges provided there under as they apply to employees represented by the Union without its consent.
- 15.1.3 Any dispute involving the true intent and meaning of Paragraph 15.2 of this Article may be submitted to the arbitration procedure of the Agreement. However, nothing herein shall be construed to subject the plan or its administration or the terms of a proposed change in the plan to arbitration.
- 15.1.4 For those employees who have attained or who attain 61 points (combined total of age and pension service) by November 9, 1996, the pension benefits (Frontier Communications Pension Plan – formerly known as the Citizens Pension Plan and hereinafter referred to as “the Pension Plan” – Appendix III in effect as of November 9, 1995 shall remain in effect until the last day of the seventh month after such employee attains 76 points or 30 years of service (whichever comes later). If the employee elects not to retire by the last day of that seventh month, all service after that day shall be credited in accordance with the Pension Plan, Appendix 1-B. It is understood that when the individual then retires, his/her pension benefit will be the higher of the frozen benefit at the day the employee attained 76 points or 30 years service (whichever comes later) plus the benefit earned under Pension Plan, Appendix 1B after that date or the benefit calculated as though all service were under the Pension Plan, Appendix 1B.
- 15.1.5 For employees hired prior to November 9, 1995 who have not attained and who cannot attain 61 points (combined total of age and pension service) by November 9, 1996, all service after November 9, 1995, shall be credited in accordance with the terms and conditions of the Pension Plan, Appendix 1B.
- 15.1.6 For employees hired on or after November 9, 1995, and prior to November 15, 2011, all service after November 9, 1995 shall be credited in accordance with the terms and conditions of the Pension Plan, Appendix 1B.

- 15.1.7 Employees hired on or after November 15, 2011, shall not be eligible to participate in the Pension Plan but shall be eligible to participate in the Frontier Communications 401(k) Savings Plan, with a Company match, in accordance with Article 15, Section 15.3.2.
- 15.1.8 Employees hired prior to November 15, 2011, who will not attain 25 years of service prior to November 15, 2011, shall be afforded a one-time opportunity during the first calendar quarter of 2012 to elect to opt out of pension coverage and elect to participate in the Frontier Communications 401(k) Savings Plan, with a Company match. The election to opt out, once made, cannot be revoked. As of the date on which this change takes effect, any employee who has chosen to opt out of pension coverage shall cease to accrue any additional benefit under the Pension Plan (the employee's accrued pension benefit will be "frozen"), and no additional accredited benefit service or compensation shall be taken into account in determining pension benefits for any such employee. However, any employee who has not yet fully vested will continue to accrue vesting service in accordance with the terms of the Pension Plan, which provides for full vesting after 5 years. As of that same effective date, the employee will become eligible for a Company match under the Frontier Communications 401(k) Savings Plan in accordance with Article 15, Section 15.3.2.

## 15.2 RETIREE MEDICAL & RETIREE LIFE INSURANCE PLANS

- 15.2.1 The provisions of Article 16, Section 16.1 notwithstanding, those employees who have attained or who attain 61 points (combined total of age and pension service) by November 9, 1996 who retire by the end of the seventh month after attaining 76 points or 30 years of service (whichever comes later) will be entitled to medical plan coverage in accordance with the Frontier Corporate-wide plan for retirees. Only those eligible employees (as defined above) in the bargaining unit as of November 9, 1995, and who remain in the bargaining unit thereafter, will be eligible to receive the retiree medical benefits contained herein.
- a. For such employees, the Company will contribute an amount equal to 64.6% of the cost of retiree medical benefits for family coverage; 66.25% for individual plus one; and 67.9%, for individual only. However, effective January 1, 2008 and thereafter, the Company will contribute an amount equal to 64.6%, but no more than \$800.00, of the cost of retiree medical benefits for family coverage; 66.25%, but no more than \$600.00 for individual plus one; and 67.9%, but no more than \$300.00 for individual only. The retiree benefit rates will be calculated on the active rates.
  - b. When an employee referred to in Section 15.2.1 attains 30 years of service (whether or not they elect at that time to retire), they will have

the option of retaining the Retiree Medical Plan referred to in Section 15.2.1a or, in lieu thereof, receiving a lump sum payment of \$4,000. This lump sum payment may be received directly (less all applicable deductions) or may be taken as a direct payment into the employee's 401(k) account in accordance with the terms of the 401(k) plan.

15.2.2 Employees on payroll as of November 8, 1998, who did not have 61 points on November 9, 1996, shall have available to them whatever retiree medical plan, if any, is in effect at the time they retire.

15.2.3 Employees hired on or after November 9, 1996 shall be eligible to receive the retiree medical plan in effect upon retirement, if any.

15.2.4 In order to receive retiree life insurance benefits an employee must be eligible to receive Frontier retiree medical benefits, if pension eligible at termination.

15.2.5 The terms and conditions of the Frontier Retiree Medical Plan shall govern.

### 15.3 FRONTIER COMMUNICATIONS 401(k) SAVINGS PLAN

15.3.1 Regular Full-time Employees hired prior to November 15, 2011, who do not or cannot exercise the option described in Article 15, Section 15.1.8, shall be eligible to participate in the Company 401(k) Savings Plan (the "401(k) Plan"), without a Company match, in accordance with the terms of the 401(k) Plan.

a. Under the terms of prior collective bargaining agreements, in 2004 the Company made a one-time "buy-out" contribution of \$1200.00 to the 401(k) accounts of those employees who were active participants in the Plan at the time the contribution was made and who were also active participants as of 1 June 2004.

15.3.2 Regular Full-time Employees hired on or after November 15, 2011, and those employees who exercise(d) the option described in Article 15, Section 15.1.8, shall be eligible to participate in the 401(k) Plan, with a Company match, in accordance with the provisions of the 401(k) Plan.

a. Each employee eligible to participate in the 401(k) Plan, with a Company match, who makes employee contributions to the 401(k) Plan shall be eligible for Company matching contributions equal to 50% of the first 8% of such employee's contributions to the 401(k) Plan (subject to a maximum Company contribution of 4% per pay period and to a five-year graded vesting schedule in accordance with the provisions of the 401(k) Plan).

15.3.3 The Company may make changes to the 401(k) Plan as regards administrators and investment options provided any such changes are consistent with changes made for a majority of Company employees eligible for participation in the 401(k) Plan.

## ARTICLE 16. HEALTH AND WELFARE PLANS

- 16.1 The Company benefit plans shall remain in effect for all employees for the duration of this agreement, except as may be modified herein. The benefit plans include the Frontier Communications Medical Plan (as described below), Retiree Life Insurance, Retiree Medical Plan, Dental Plan, Vision Plan, Long Term Disability Plan, Flexible Spending Account Plan, Personal Accident Insurance Plan, Basic Life Insurance Plan, Supplemental Group Universal Life Insurance Plan with payroll deduction, and Savings Plan(s); these benefit plans shall be provided for all eligible employees in accordance with the terms of said plans.
- 16.2 Employee Benefit Contribution and Deductibles:
- 16.2.1 Commencing January 1, 2006, annual deductibles and co-pays in the medical plans may be changed during the term of this Agreement; however, in no event may these rates be increased by more than 25% in any year. This does not apply to any changes specifically identified in this Article.
- 16.2.2 The employee share of the full premiums (or premium equivalents) for the PPO Medical Plan and enrollment tier that the employee elects shall be 24.5% for 2017, **25% for 2018, 25% for 2019 and 26% for 2020** The employee share of the full premiums (or premium equivalents) for the EPO Medical Plan and enrollment tier that the employee elects shall be 30% for 2017, **30% for 2018, 30% for 2019 and 30% for 2020**.
- a. To the extent an employee enrolls in a non-negotiated medical plan, employee premium contribution percentages will be the same as those for the PPO Medical Plan, provided, however, that the Company contribution toward the plan premium shall not exceed the Company premium contribution towards the PPO Medical Plan for the enrollment tier selected by the employee. The employee is responsible for any premium cost above and beyond the Company contribution for the PPO Medical Plan – in others words, any non-negotiated medical plan will be a “buy-up” if the premium for the non-negotiated plan is higher than the premium for the PPO Medical Plan.
- 16.2.3 The employee share of the full premiums (or premium equivalents) for the Dental Plan and enrollment tier that the employee elects shall be 25% for 2017, **2018, 2019, and 2020**.
- 16.2.4 The employee share of the full premiums (or premium equivalents) for the Vision Plan and enrollment tier that the employee elects shall be 50% for 2017, **2018, 2019, and 2020**.
- 16.2.5 Domestic partner coverage is not available.

16.2.6 The tobacco user's fee will be in accordance with Corporate policy.

16.2.7 **Government-Mandated Taxes & Fees:**

- a. Effective April 1, 2015, employees who enroll in any Medical Plan option will be responsible for payments to the Company of amounts equal to any taxes and fees mandated under the Patient Protection and Affordable Care Act (PPACA). These payments will be added to the employee's premium contributions.
- b. **"Cadillac Plan" Taxes:** the federal government plans to impose a tax on any health plan an employer offers that has a total value greater than \$10,200 for single coverage or \$27,500 for family coverage; the premium thresholds for such high value health plans may be modified from time to time by the federal government. To the extent the premiums for any **negotiated** medical plan offered by the Company exceed the government-mandated thresholds and that Plan is subject to this Cadillac Plan tax, **Frontier will consult with its actuaries and make design changes necessary to ensure the total value of the plan remains below the government-mandated Cadillac Plan tax thresholds for all levels of the overage (but only to the extent necessary to ensure the plan is not subject to the Cadillac Plan tax).**

16.2.8 **Wellness Credit:** effective January 1, 2015, employees and their spouses who enroll in any Medical Plan offered by the Company are each eligible to receive a \$75 "wellness" credit 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.

- a. The maximum wellness credit receivable per calendar year by any one (1) employee is \$150 (\$75 for an eligible employee and \$75 for an eligible spouse). This wellness credit is considered taxable income and will be paid to the employee on his/her regular bi-weekly paycheck.
- b. The spousal wellness credit does not apply if both the employee and the employee's spouse are Frontier employees, since each spouse is himself or herself eligible as an employee for the credit.

16.2.9 **Medical Plan Working Spouse Surcharge:** **Effective as soon as administratively feasible following ratification, but in no event earlier than January 1, 2018, in situation where an employee elects to cover his/her spouse in a negotiated Medical Plan or any non-negotiated alternative medical plan offered by the company AND the spouse is also eligible for medical coverage from his/her employer but does not enroll in such coverage, a \$100 per month "working Spouse Surcharge" will apply.**

- a. **The Working Spouse Surcharge will not apply if the spouse is:**
- **employed but not eligible for medical coverage through his/her employer;**
  - **employed but his/her employer does not offer medical coverage;**  
**or**
  - **not employed**
- b. **In situations where the employee's spouse is also an employee of Frontier Communications (or a Frontier Communications subsidiary) who is separately eligible for coverage under a Frontier medical plan:**
- **the Working Spouse Surcharge will no apply if the spouse is a union-represented Frontier employee**
  - **the Working Spouse Surcharge will apply if the spouse is a non-union Frontier employee AND elects coverage under the union-represented employee's medical option(s)**

### 16.3 EPO and PPO Plan Design Change Summaries

#### PPO Plan Design Change Summary

<b>Plan Features</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>Medical Annual Deductible</b>	\$450 Individual; \$900 Family			
	<b>In-Network Only</b>			
<b>Prescription Drugs Annual Deductible</b>	<b>N/A</b>	<b>\$200 per individual</b>	\$200 per individual	\$200 per individual

Notes:

- 1) Enrollment tiers for all benefits continue to be determined in accordance with the terms of the Plan
- 2) Various benefit limitations in the **2017** Summary Plan Description will continue to apply for the duration of this contract.

#### EPO Plan Design Change Summary

<b>Plan Features</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>Medical Annual Deductible</b>	N/A			
Office Visit - Specialist	\$45 co-pay	<b>\$50 co-pay</b>	\$50 co-pay	\$50 co-pay
<b>Prescription Drugs Annual Deductible</b>	<b>N/A</b>	<b>\$200 per individual</b>	\$200 per individual	\$200 per individual

Notes:

- 1) Enrollment tiers for all benefits continue to be determined in accordance with the terms of the Plan
- 2) Various benefit limitations in the **2017** Summary Plan Description will continue to apply for the duration of this contract.

- 16.4 An employee who receives Long Term Disability as of November 15, 2004 and thereafter, for other than industrial injury or illnesses, is eligible to receive insurance coverage, described herein, as provided by the Company. Such medical, dental, vision, core and supplemental life insurance plan coverage shall be paid for by the Company with the employee continuing to pay the employee share of the premium in accordance with the contract in effect. Such coverage will be provided up to a period of 29 months. Effective January 1, 2012, this 29-month period will be measured from the commencement of the disability under the Short Term Disability Plan. COBRA, if applicable, may also be available upon completion of the 29 months.
- 16.5 Effective April 1, 2015, the Basic Life Insurance Plan for eligible employees will use the following Years of Service-based formula:

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

**ARTICLE 17. TRAVEL TIME,  
TRANSPORTATION, BOARD AND LODGING**

- 17.1 The Company shall designate the place at which employees will be required to report to work. A regular reporting place will be the office, the storeroom, the garage, or for those who are required to drive motor-driven vehicles the place where the vehicle is stored.
  - 17.1.1 Travel time spent in traveling from:
    - a. The designated reporting place to the job;
    - b. One part of the job to another part of the same job;
    - c. The job to the designated reporting place;
 shall be considered as time worked.
  - 17.1.2 Time spent by an employee, at the direction of the Company, in traveling from one (1) job assignment to another job assignment or from one (1) headquarters exchange to another headquarters exchange in a Company vehicle shall be considered as work time excluding regular meal periods.
  - 17.1.3 Where an employee is directed to travel, the time spent traveling, excluding regular meal periods (one (1) hour each), shall be considered as work time; except that when sleeping accommodations on commercial transportation are furnished, time outside his/her normal scheduled hours shall not be considered as work time and will not be paid for.



17.1.4 Travel time, when it is considered as work time, shall be paid for on the same basis as actual work time.

17.1.5 Insofar as practicable, the Company will not require employees to travel on Sundays and holidays.

## 17.2 Transportation.

17.2.1 The Company will furnish all means of transportation or specify what transportation shall be used for Company business and furnish necessary fares. Personal automobiles shall not be used for Company business except when approved by the supervisor. If approved, an employee may elect to be reimbursed at the maximum allowed IRS rate of reimbursement per mile.

17.2.2 Employees dismissed from work while away from headquarters or point of hire shall be allowed transportation or its equivalent common carrier rate of fare to either headquarters or point hired as determined by the supervisor or the equivalent common carrier rate of fare shall be allowed.

17.2.3 Employees resigning while away from headquarters or point hired shall not be allowed transportation or equivalent.

## 17.3 Board and Lodging Practices.

17.3.1 Headquarters exchanges and transfers between headquarters exchanges.

a. Each employee shall be assigned to a designated exchange headquarters.

b. When an employee is permanently transferred from one (1) headquarters location to another, in a Company initiated move and such relocation is greater than fifty (50) miles, the Company will reimburse the employee's cost of moving. When an employee is transferred from one (1) headquarters to another at the employee's request, all moving expenses will be paid by the employee. The term "permanent transfer" will be construed to mean a transfer for a period of at least six (6) months.

c. If an employee is permanently transferred to a new headquarters within a period of less than six (6) months after his/her last permanent transfer, he/she shall be paid a board and lodging allowance of four dollars (\$4.00) per day for each calendar day during the period from the date of his/her last permanent transfer to the date of his/her transfer to the new headquarters (excepting any day during this period for which the employee was paid a board and lodging allowance or his/her actual board and lodging expense), provided

lodging allowance for such period be paid when a transfer is made at an employee's request or for voluntary transfers.

- 17.3.2 Travel expenses and lodging shall be in accordance with the Company's procurement card policy in lieu of the travel expenses and per diems described herein, except that in those circumstances where the employee is not able to use the procurement card, he/she shall use the following per diems in lieu of the procurement card for meal expenses:

Employees assigned to work away from their headquarters exchange overnight shall, prior to leaving, elect one (1) of the following options:

1. Meals in accordance with the Company's procurement card policy.
2. Per diem:
  - a. Employees will be allowed twenty-seven dollars (\$27.00) per day for expenses on the day he/she leaves for out-of-town assignment before normal working hours and/or for those days he/she is away from headquarters for the entire day.
  - b. Employees will be allowed eighteen dollars fifty cents (\$18.50) if the employee leaves headquarters after normal working hours begin, but before the usual scheduled noon hours.
  - c. Employees leaving during the second half of the normal working day shall be allowed fourteen dollars (\$14.00) for expenses.
  - d. Employees will be allowed twelve dollars fifty cents (\$12.50) for expenses when returning to headquarters during normal working hours.
  - e. Employees traveling on Company business may use their Company provided cell phone to call home while out of town. Calls must be reasonable in frequency and duration. Any abuse of these privileges will require the employee to reimburse the Company for any excessive calls as per Company policy.
  - f. This Agreement will also cover employees attending schools and training classes for the Company.

## **ARTICLE 18. WORKING PRACTICES AND WAGE RATES**

- 18.1 Working practices applicable to Customer Services or a combination of these services, to which the Company and the Union have mutually agreed, are so indicated by appropriate service designation within the Sections and Paragraphs of the Articles of this Agreement. Those Sections and Paragraphs of the Articles of this Agreement which bear no designation limiting their application to a particular

service or combination of services shall be considered as applicable to all services covered by this Agreement. Such practices shall remain unchanged and in full force and effect for the duration of this Agreement.

- 18.2 The practices of the Company with respect to basic wage rates shown in Exhibit B shall be continued during the period of this Agreement.

## **ARTICLE 19. EMPLOYEE DISCIPLINE AND PERSONNEL RECORDS**

- 19.1 In the event that the job 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 or unit and the employee before taking such action. 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 that action is taken.
- 19.2 At any meeting between a representative of the Company and an employee in which 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.
- 19.3 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. Employee notification shall be made when records are added to or removed from an employee's personnel file. For purposes of this Article, personnel file is defined as those records normally in the custody of the employee's area personnel representative or supervisor.

## **ARTICLE 20. PAYMENTS**

### **20.1 PAY PERIOD**

- 20.1.1 All employees shall be paid bi-weekly. Payments to be made on Friday following the close of the bi-weekly period. When a holiday falls on Friday, payment shall be made on the preceding Thursday. To the extent permitted by law, the Company may require employees to accept their pay via direct deposit into a U.S. bank account.

### **20.2 MEAL ALLOWANCE**

- 20.2.1 When an employee is required to work two (2) or more hours past the end of the employee's regular scheduled tour, and provided the employee works to seven (7) p.m. or later, he/she shall receive an evening meal allowance of nine dollars fifty cents (\$9.50). This provision will not apply

if the employee is entitled to any payment for boarding and lodging as provided under Article 17, nor if a reasonable meal is furnished at Company expense in such situations as when the employee is on an emergency job in consequence of storms, floods, fires or similar eventualities.

20.2.2 Meals referred to in Paragraph 20.2.1 shall be eaten on the employee's own time during a definitely specified relief period, ordinarily one (1) hour. This shall apply in all cases excepting emergency jobs in consequence of storms, floods, fires and similar eventualities when management determines that the employee cannot be released for a definite meal period, in which case the employee shall be granted a reasonable amount of time off to eat on Company time.

### 20.3 OVERTIME PAYMENTS

20.3.1 For the purpose of this Article, excused paid time pursuant to Article 9, 12, 13, and 14 shall count as time worked.

20.3.2 All time worked in any one (1) day in excess of the length of a normal eight (8) hour tour shall be paid at one and one-half (1-1/2) times the employee's basic hourly rate.

20.3.3 If in any work week the time worked exceeds forty (40) hours, the excess over forty (40) hours shall be paid for at time and one-half (1-1/2) the employees basic hourly rate (exclusive of daily overtime and work on nonscheduled days for which overtime is paid).

20.3.4 Time worked in a work week in excess of fifty-two (52) hours, will be paid two (2) times the straight time rate. In computing time worked as used in this Subparagraph (b) daily overtime and work on nonscheduled days will not be excluded. The provisions of section 20.3.1 notwithstanding, only hours paid in accordance with Article 9 will be included as time worked for purposes of this Section 20.3.4.

a. Management reserves the right to manage to the 52<sup>nd</sup> hour.

20.3.5 Except as may be specifically provided in this agreement, there shall be no pyramiding of overtime rates and/or premium rates calling for payment of one and one-half times (1½x) or more of the employee's basic rate of pay.

20.3.6 Insofar as it is practical to do so, the Company will endeavor to distribute overtime work equally and impartially to the employees at a given location who are qualified to do the class of work to be performed and who usually perform such work during their normal working schedules.

- 20.3.7 When employees are called out for emergency work before or after regular working hours, time going to and from home shall be considered as time worked and paid for at overtime rate. The time thus paid for this type of emergency work, including traveling time, shall not be less than the equivalent of two (2) hours at time and one half times the employee's basic hourly rate of pay. The two (2) hour payment provision does not apply under the following conditions:
- a. To work required during a meal period falling within the hours of the employee's overall tour of duty on scheduled days.
  - b. If the employee is notified before leaving the Company premises that he/she is required to work as a continuation of his/her regular tour on that day.
  - c. If the employee is called to work before the start of his/her scheduled tour for the day and continued working all or part of his/her scheduled tour.
- 20.3.8 The employee shall work overtime as requested, but only when authorized by his/her supervisor or some other employee designated by the Company.
- 20.3.9 When an employee is required to work sixteen (16) or more hours in the twenty-four (24) hours immediately preceding the starting time of his/her next scheduled tour, in the interest of the employee's personal safety he/she shall be granted a rest period of eight (8) consecutive hours before returning to work. If this rest period extends into his/her regular scheduled working hours, he/she shall be paid at the straight time rate for all time falling within his/her regular scheduled working hours that is necessary to give him/her eight (8) hours of rest.

#### 20.4 SUNDAY PAYMENTS

- 20.4.1 Employees who work on Sunday (meaning work started during the period from 12 midnight to 12 midnight on the Sunday) shall be paid at the rate of one and one-half (1-1/2) times the basic hourly rate for all time worked except that shift which commences at or after 10:00 p.m. on Sunday will be compensated at the regular straight time rate.
- 20.4.2 A scheduled Sunday assignment of work shall be considered one (1) of the five (5) day tours and included in the total forty (40) hours authorized for any one (1) week.

#### 20.5 HOLIDAY PAYMENTS

- 20.5.1 Employees who are required to work on the day a holiday is observed (meaning the period from 12 midnight to 12 midnight of the day observed

as the holiday) shall be paid two and one-half (2-1/2) times his/her basic rate of pay for all hours worked. In addition, for all hours not worked by the employee within the hours of his/her scheduled tour on the day the holiday is observed, he/she shall be paid at his/her basic rate of pay. As used in this subparagraph, the hours of an employee's scheduled tour on an observed holiday shall not exceed eight (8) and will be the same as the first hours of those scheduled in the last scheduled tour of the employee preceding the day on which the holiday is observed.

## 20.6 TOUR AND SCHEDULE CHANGES

- 20.6.1 When an employee of any department is required to work a shift which starts four (4) hours or more before or four (4) hours or more after the start of the regularly assigned shift as covered by the weekly schedule, the employee will be paid at the rate of time and one-half (1-1/2) for all hours paid until the employee is again restored to the employee's regular scheduled shift or for such shifts worked for the balance of that scheduled week.
- 20.6.2 Where it is necessary to change the work schedule and an employee is required to work a nonscheduled day, such time will be paid at the overtime rate. If twenty-four (24) hours notice is given of the change in schedule, the employee will be paid at the straight time hourly rate and a nonscheduled work day set later in the week. A scheduled work day shall not be changed to a nonscheduled day unless twenty-four (24) hours advance notice is given prior to the first day involved in the change. In no case shall the nonscheduled day be changed to a day in the following week.
- 20.6.3 When a scheduled day is changed at the request of an employee, the hours worked shall be paid at straight time. Changes from officially posted schedules will be made at the request of an employee when no replacement is required. When such replacement is required, the change will be made providing an agreeable shift can be made in the schedule of another qualified employee.

## 20.7 DIFFERENTIAL PAYMENTS

- 20.7.1 Night Shift: Full-time employees who are assigned to scheduled tours of work which start or end outside of the period between the hours of 6:00 a.m. to 7:00 p.m. shall receive a night differential for each hour so scheduled which shall equal ten percent (10%) of their basic hourly rate of pay.
- 20.7.2 In Charge: When an employee is required and designated by the Company to exercise independent judgment and direct the flow of work of others and accept the responsibility of same, the employee shall receive a differential of One Dollar (\$1.00) per hour or portion thereof so

designated and worked. Prior to selecting employees for such “in-charge” assignments, the Company will consider factors such as, but not limited to, whether employees have volunteered for such assignments, qualifications, developmental needs, and ability to work with the workgroup. The Company retains the right to designate the employee(s) of its choice for such in-charge assignments.

## **ARTICLE 21. FORCE ADJUSTMENTS**

21.1 Force Adjustments-Customer Services. Such force adjustments as Management may deem necessary shall be made effective among employees performing similar work subject to the following conditions:

- a. Provisions of this Section shall be administered as the demands of the service required through reclassifications and layoffs within an area determined by the Company in inverse order of Bargaining Unit Seniority.
- b. Temporary employees shall be laid off first provided, however, that such temporary employees may be retained or employed temporarily to meet peak load situations.
- c. Employees having three (3) years or less of Bargaining Unit Seniority shall be reclassified or laid off in inverse order of Bargaining Unit Seniority to the extent deemed by the Company to be necessary. The Company may retain not more than five percent (5%) of the employees in a service year involved in the layoff.
- d. If any further reduction is deemed necessary than is provided in (b) and (c) above, such force reduction may be accomplished by layoffs in inverse order of Bargaining Unit Seniority or by a reduction in work time or by both.
- e. It is the Company's desire to retain its employees, and there is no intention to lay off employees in order to replace them with contractors. Accordingly, the Company shall not subcontract work normally performed by Bargaining Unit employees, or new work which the Bargaining Unit employees are qualified to perform, if such subcontracting would result in a reduction in the size of the work force involved. Further, it is recognized by the parties to this Agreement that in a rapidly changing, competitive environment of the telecommunications industry, the Company may deem it necessary to make operational changes based upon economic considerations which could include the use of subcontractors or contractors.

In any instance where the Company deems it necessary to make operational changes, subcontracting or out-sourcing any function being performed by employees, that would substantially effect or eliminate the positions of such employees, the Company shall provide the Union the opportunity to suggest alternatives to such action. This opportunity shall be provided and alternatives given good faith consideration before any decision to subcontract or out-source can impact any regular employees.

If a final decision results in the job elimination of any employees covered under the terms of this Agreement, the Company and the Union shall negotiate the impact on the employee(s).

It is understood that, notwithstanding the provision of the first paragraph of this Section 21.1e, the Company may reduce the workforce in those functions that are not core business functions, defined as an operating (as opposed to capital) function that is directly and integrally related to providing dial tone service to customers. Any employee laid off, however, shall be entitled to any rights or benefits, in addition to those of this Article, that the parties may agree to in said impact negotiations. In no event, however, may an employee who was employed prior to November 9, 1998, be laid off as a consequence of sub-contracting or outsourcing except as the parties may agree otherwise when impact is negotiated.

21.2 Force Adjustments - Moving Expenses. If an employee relocates to another work location as a result of a force adjustment under the provisions set forth in Section 21.1 above, such reasonable moving expenses will be borne by the Company up to an amount not to exceed three thousand dollars (\$3,000.00).

21.3 Reemployment

21.3.1 Employees laid off because of force surplus shall have reemployment rights for thirty (30) months from the date of layoff. When a position(s) becomes available in the exchange, office or work group from which the layoff(s) occurred, available positions will be offered in the inverse order of layoffs, provided they are physically qualified and equipped by training and experience to perform the duties of work available.

21.3.2 It will be the duty of employees who desire reemployment within the terms above provided to keep the Company informed as to their correct address and to advise the Company within seven (7) days of the date of any offer of employment as to their acceptance. The Company shall assume that failure on the part of any laid-off employee to notify the proper Company representative within seven (7) days concerning acceptance of an offer of employment, or to report for duty within fifteen (15) days from the date of the offer, constitutes a rejection. When the Company offers reemployment to the same title and/or job function to a laid off employee and that offer is rejected or the time limits stated above expire, the Company reemployment obligation will have been met and all reemployment rights as stated in 21.3.1 above are forfeited.

21.3.3 In the event of an emergency for a period of not exceeding one (1) month, employment may be given to any applicant who can meet the requirements of the work available without regard to seniority.



## 21.4 Layoffs Not Constituting Break in Service

21.4.1 Absence from the service on account of temporary layoffs because there is not enough work in the exchange where an employee is employed to warrant retaining the employee in the service shall not constitute a break in service if the employee is re-engaged under the following conditions.

a. Net credited service at time of layoff:

(1) Any amount

b. Layoffs to be considered temporary if employee is re-engaged within:

(1) Two (2) years

Note: Re-engagement must be as a "Regular" employee. If re-engagement as a "Temporary" or "Occasional" employee, the period of layoff absence immediately preceding the re-engagement shall not be considered temporary until the employee is reclassified or re-engaged as "Regular"

21.5 In the event of a lay-off, bumping may occur starting with the most senior employee in the position where reductions take place. The employee may bump laterally to a position within the same wage scale, or to a position in a lower wage scale. The employee who bumps laterally or down must be qualified to perform the job within a reasonable amount of time. If the employee is not able to perform the job, then he/she will be placed on recall.

## **ARTICLE 22. TERMINATION PAYMENTS**

22.1 Regular employees who are laid off due to lack of work shall be paid a termination allowance determined as to amount of their net credited service and basic weekly wage rate, at the time of leaving the service, in accordance with the applicable table below.

22.1.1 Regular full-time employees hired prior to November 16, 2014, will receive:

<u>Time of Employment</u>	<u>Amount of Payment</u>
Less than 6 months	None
6 months but less than 1 year	1 week's pay
1 year but less than 2 years	2 weeks' pay
2 years but less than 3 years	3 weeks' pay
3 years but less than 4 years	4 weeks' pay
4 years but less than 5 years	5 weeks' pay
5 years but less than 6 years	6 weeks' pay
6 years but less than 7 years	7 weeks' pay
7 years but less than 8 years	8 weeks' pay

<u>Time of Employment</u>	<u>Amount of Payment</u>
8 years but less than 9 years	10 weeks' pay
9 years but less than 10 years	12 weeks' pay
10 years but less than 11 years	14 weeks' pay
11 years but less than 12 years	16 weeks' pay
12 years but less than 13 years	18 weeks' pay
13 years but less than 14 years	20 weeks' pay
14 years but less than 15 years	22 weeks' pay
15 years but less than 16 years	24 weeks' pay
16 years but less than 17 years	26 weeks' pay
17 years but less than 18 years	28 weeks' pay
18 years but less than 19 years	30 weeks' pay
19 year and all subsequent years	32 weeks' pay

22.1.2 Regular full-time employees hired on or after November 16, 2014, will receive:

<u>Time of Employment</u>	<u>Amount of Payment</u>
Less than 6 months	None
6 months but less than 1 year	1 week's pay
1 year but less than 2 years	2 weeks' pay
2 years but less than 3 years	3 weeks' pay
3 years but less than 4 years	4 weeks' pay
4 years but less than 5 years	5 weeks' pay
5 years but less than 6 years	6 weeks' pay
6 years but less than 7 years	7 weeks' pay
7 years but less than 8 years	8 weeks' pay
8 years but less than 9 years	10 weeks' pay
9 years but less than 10 years	12 weeks' pay
10 years but less than 11 years	14 weeks' pay
11 years but less than 12 years	16 weeks' pay
12 years but less than 13 years	18 weeks' pay
13 years but less than 14 years	20 weeks' pay
14 years but less than 15 years	22 weeks' pay
15 years but less than 16 years	24 weeks' pay
16 years and all subsequent years	26 weeks' pay

22.2 A "week's pay" shall be computed at the basic rate of pay, in effect on the date of the employee's termination of employment.

22.3 A termination payment shall not be made to an employee dismissed for cause or to an employee leaving the service voluntarily without inducement by the Company to terminate such employee's service, an employee on a leave of absence.

22.4 If an employee who has received a termination payment is re-engaged by the Company and the number of weeks since the effective date of leaving is less than the number of week's pay upon which the termination payment was based, exclusive of any payments in lieu of vacation, the amount paid to the employee for

the excess number of weeks shall be considered as an advance to the employee by the Company; and the repayment of this amount shall be made at the time of reemployment or through payroll deduction each payroll period at the rate of at least ten percent (10%) per week of the employee's basic weekly wage rate until the amount is fully paid.

22.5 If an employee who receives a layoff notice secures other employment prior to date of layoff which requires the employee to relocate, the following would apply: The employee may elect to receive a one thousand dollar (\$1,000.00) relocation allowance in lieu of his/her termination allowance as described in Section 22.1.

22.6 Tuition Reimbursement. A laid-off employee who receives a layoff allowance, but does not take advantage of moving assistance, may receive up to a total of three thousand dollars (\$3,000.00) for successful completion of classes during the first thirty (30) months after termination. The tuition reimbursement will be limited to the following maximum reimbursement schedule:

First 15 Months .....	Maximum Reimbursement - \$1,500.00
Second 15 Months ...	Maximum Reimbursement - \$1,500.00

## **ARTICLE 23. JOB TITLES OF EMPLOYEES AND CHANGES IN ASSIGNMENT**

### 23.1 Administration of Wage Changes

23.1.1 When the first day of the month in which an increase is scheduled falls within the first seven (7) days of a two (2) week pay period, the scheduled increase shall be effective as of the first day of that two (2) week pay period.

23.1.2 When the first day of the month in which an increase is scheduled falls within the second seven (7) days of a two (2) week pay period, the scheduled increase shall be effective as of the first day of the following two (2) week pay period.

23.1.3 Such adjustments in the effective date of an increase to meet the first (2) week pay period shall not change the time interval used in determining the date of the next scheduled increase.

23.2 Change of Assignment and Title Changes. An employee must remain in their position for a minimum of 12 months prior to voluntarily transferring to another position. However, nothing shall prohibit the employee from bidding on a vacant position during this period and requesting a waiver from the 12 month requirement. Any such waiver shall be with the mutual agreement of the Union and the Company.

- 23.2.1 Regular employees desiring a transfer to a different title in the same location or to the same or different title in another location will make written application to their immediate supervisor on a form provided by the Company. Such application will be acknowledged in writing by the Company.
- 23.2.2 In the selection of employees for transfer, seniority will govern if all other qualifications of the employees are substantially equal, except that when a current under-utilization study indicates a deficiency, then affected class members of the unit whose ability and qualifications are sufficient shall be given priority.
- 23.2.3 When a transfer is made from one (1) location to another at the request of the employee, all expenses of the move will be paid by the employee.
- 23.2.4 When a job vacancy is filled by the Company, candidates will be considered in the following priority order:
  - a. Employees with preferential placement rights (employees who are either surplus, laid off, or have medical restrictions).
  - b. Employees with transfer requests on file.
  - c. New hires.
- 23.2.5 For wage treatment on transfers, see Section 23.4.

### 23.3 Assigning Titles - Customer Services

- 23.3.1 The assignment of a particular title to an employee does not mean that they shall perform only the kind of work coming under the assigned title classification nor that certain kinds of work shall be performed exclusively by certain classifications of employees.
- 23.3.2 Pay Treatment - Working in a Higher Job Classification. If any employee works in a higher classification for 2 hours or more during a day, payment will be made at the higher rate for all hours worked in the higher classification for that day, with a minimum of four (4) hours paid at the higher rate.
- 23.3.3 An employee who is regularly assigned to classes of work which carry identical wages and working conditions shall be classified under the title which covers the work on which the employee is engaged for the greater part of the time.

### 23.4 Wage Treatment Where Change In Job Classification Involved

- 23.4.1 Employee Changed To A Higher Rated Job Classification Within The Same Wage Rate Area

- a. Employee who is below the maximum rate of present job classification:
  - 1. If the employee's present rate coincides with a rate on the higher job classification schedule, there will be no adjustment and the employee will be placed on the new schedule at the employee's present rate.
  - 2. If the employee's rate on the present job classification does not coincide with a rate on the higher job classification schedule, the employee will receive an adjustment upward to the nearest rate on the higher schedule at the time of the change of classification.
  - 3. The employee will continue on the regular wage progression provided for by the higher job classification schedule and the employee's next scheduled increase shall date from the date of the employee's last scheduled increase on the employee's former job classification.
- b. Employee who is at the maximum rate of present job classification.
  - 1. If the employee's present rate coincides with a rate on the schedule for the higher job classification, there will be no adjustment and the employee will be placed on the new schedule at the employee's present rate.
  - 2. If the rate of the employee's present job classification does not coincide with a rate on the higher job classification schedule, the employee will receive an adjustment upward to the nearest rate on the higher schedule at the time of the change of classification.
  - 3. The employee's next scheduled increase shall date from the date the employee reached the maximum of his former lower job classification using the next interval and amount of increase provided by the employee's new higher job classification wage schedule. If the employee has been on the maximum rate of the former lower job classification for a period equal to or greater than the next interval on his new wage schedule, the employee will be given the scheduled increase provided for by that next interval at the time of the change to the higher job classification.

#### 23.4.2 Employee Changed to a Lower Rated Job Classification

- a. The employee shall retain the rate of the higher job classification provided it is at or under the maximum of the lower job classification.
- b. If the employee's rate is above the maximum of the lower job classification schedule, the rate shall be reduced to that maximum at the time of the change of classification.

- c. The employee's next scheduled increase will date from the date of the last scheduled increase on the employee's former job classification. This next scheduled increase will be the amount necessary to place the employee on the next higher scheduled step on the lower rated job classification schedule.

### 23.5 Training Assignments

23.5.1 When an employee carrying a classification of a lower grade is assigned to full-time training for a higher grade position, the employee's title and classification shall be changed to that of the particular position for which the employee is being trained at the time the employee starts his/her training.

23.5.2 When an employee is assigned to training for a higher classification for a total of two and one-half (2½) tours or more during a work week, the employee's title and compensation shall be changed to that of the particular position for which the employee is being trained.

23.6 Promotion to Management of Union Officers. The Company shall give the President of the Local involved notice as far in advance as possible of its decision to promote to a Management position or transfer to another office a Union officer or steward.

### 23.7 Wage Scales and Placement

1. The Facility Assigner position will be placed in Schedule 2 effective November 15, 2004. All current Facility Assigners will be placed on the equivalent step of the Schedule 2 wage scale. If the Facility Assigner wage is above the Schedule 2 wage scale then he/she will be placed above the Schedule 2 scale and he/she will continue to be eligible to receive the GWI increase on the same basis as all other employees.
2. Effective November 15, 2004 Cable Repair Technicians will be placed on the equivalent step of the new Outside Facility Technician wage scale Level I (b).
3. Effective November 15, 2004, CO Technicians and Customer Service Technicians will be placed on the equivalent step of the wage scale Level I (b).

## **ARTICLE 24. HOURS OF WORK**

### 24.1 Scheduling of Tours

24.1.1 Weekly schedules and tours of duty will be arranged to fit the demands of the service and normally shall not be in excess of forty (40) hours per week. The Company shall make a reasonable effort to provide employees

with two (2) consecutive days off during the workweek, demands of the business permitting.

- 24.1.2 Weekly schedules and the assignment of tours of duty shall be officially posted or furnished by the Company one (1) week in advance where practicable but shall be posted no later than Thursday of the week preceding the effective date.
  - 24.1.3 When it is necessary to change an employee's schedule, they should be personally informed of the schedule change.
  - 24.1.4 With respect to the basic tour and basic work week, adjustments may be made by mutual agreement of the parties, as determined by local Company and Union officials.
  - 24.1.5 It is recognized that changes to the established schedules will be limited and will be made only to the extent the demands of service are met, as determined by the Company.
- 24.2 Inclement Weather. When employees report for duty and because of inclement weather are, in the opinion of the supervisor, unable to perform their regular duties, they shall be assigned such other work as may be available in order that their time may be profitably utilized. If no such duties are assigned, they will be paid for the time off, provided they remain available for service or are specifically excused by the supervisor.
- 24.3 Relief Periods. Relief periods of fifteen (15) minutes shall be allowed in each half (1/2) of the tour for each employee.
- 24.4 Relief period shall not be scheduled for a time sooner than one and one-half (1½) hours after the beginning of a session.
- 24.5 Seniority or rotation shall be used in determining the assignment of days off, in accordance with the wishes of the employees in each office. In applying either plan, the service requirements as determined by the Company shall control the actual day-off assignments.

## **ARTICLE 25. SAFETY**

- 25.1a. Safety is a concern of the Company and the Union. The Company and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote full understanding and acceptance of principles of safety on the part of all employees to provide for their own safety and that of their fellow employees, customer and the general public.

- b. There shall be a Safety Committee in each area composed of members appointed by the Company and the Union (maximum of three (3) from each unless mutually agreed otherwise) which shall normally meet at least monthly to discuss and cooperate in the application and enforcement of safe work principles and practices. Federal, State, and Municipal laws or regulations that are in force in the locality where work is being done shall be complied with at all times.
- c. Any employee may submit to his supervisor or the Safety Committee comments, concerns or suggestions relating to safe working conditions, accidents or injuries.
- d. The Company agrees to furnish protective clothing necessary to inhibit unreasonable damage or deterioration of clothing due to caustics, etc., i.e., apron style protectors for cable splicers handling jelly-filled cable.

## **ARTICLE 26. WORK APPAREL, PRESCRIPTION EYEGLASSES AND SAFETY SHOES**

- 26.1 In order to promote improve branding of the Frontier image and greater Company identification by the community and employees, if the Company determines anytime during the term of this Agreement to have employees in any job classification wear Company clothing (e.g. shirts, jackets, hat), the following terms shall apply:
  - (a) Employees shall be issued a reasonable and appropriate number of each garment in consideration of the cleaning process determined. In no event shall, for shirts, the number be less than five. The shirts will include identification of The Communications Workers of America.
  - (b) Employees will be responsible for reasonable care of any garments issued (as with other Company property) and garments will be replaced by the Company on an as needed basis. The company will provide a \$5 per work week laundry allowance for those employees required to wear uniforms.
- 26.2. The Company will reimburse up to \$300.00 for new or to re-build safety-toed work boots or lineman boots once every 2 years for those employees in classifications where such equipment is required. Employees are to submit proof of expenditure and the boots shall be paid for with the Company's procurement card. The boot must be one that is ANSI certified and approved by the Company. Exceptions will be discussed with the employee's supervisor.
- 26.3 The Company will reimburse up to \$150.00 every 2 years for those employees in classifications where safety glasses are required, a pair of prescription eyeglasses which meet Company safety requirements. The employee may, with supervisory approval, use the procurement card to pay for such glasses.)



## **ARTICLE 27. EMPLOYEE DISCOUNTS**

27.1 The Company will provide Regular Full-time Employees with discounted telecommunications services and, if available, High Speed Internet or other services, in accordance with existing policies on providing employees with discounts on Company services, as those policies may be amended from time to time by the Company at the Company's discretion.

27.1.1 To the extent the Company chooses to materially and substantially change such a policy and the change(s) reduce the employee discount(s) for current employees in the Show Low bargaining unit, the Company will provide the Union with advance notice of the change and the Union retains its legal right to request effects bargaining over the change.

## **ARTICLE 28. TUITION REIMBURSEMENT**

28.1 Regular employees shall be eligible for the benefits of the Company's Tuition/Educational Reimbursement policy, in accordance with the terms of said policy and unilateral changes that may be made by the Company to said policy, if any, shall be applied equally to the employees covered under this Agreement.

It is understood that should an employee reasonably need accommodations made with respect to his/her work schedule in order to participate in a course in accordance with the terms of the Tuition/Educational Reimbursement policy, the Company will make reasonable efforts to accommodate the employee's needs, subject to the operating needs of the Company.

## **ARTICLE 29. PAYROLL DEDUCTION – EMPLOYEE VOLUNTARY POLITICAL CONTRIBUTION**

29.1 The Company shall upon receipt of properly executed authorization forms deduct from employees' wages specified monthly amounts which shall be transmitted with a list of employees for whom deductions have been made to: CWA-COPE-PCC in care of the National Secretary-Treasurer, CWA.

## **ARTICLE 30. PERFORMANCE RECOGNITION PLAN**

30.1 The Performance **Recognition Plan** ("PRP" or the "Plan") is designed to encourage and recognize teamwork and exceptional employee performance. The Plan affords eligible employees a means of participating in the growth and success of the Company by encouraging and rewarding improved customer service, productivity and operating competitiveness as well as providing the potential for increased income for eligible employees.

30.2 The **PRP** will be in effect during **2018, 2019 and 2020** (the “Plan Years” or, individually, “Plan Year”). For each Plan Year all employees in the bargaining unit will be assigned to teams and covered by the Plan.

30.3 The **PRP** will include a variety of business-related bonus components, with relative weightings and objectives, as assigned by the Company.

The Company will establish and communicate the Plan features (components, weightings, objectives, etc.) to the Union and employees.

30.4 The potential bonus pool for each Plan Year will be 1% of the **employee’s year-end** base wage **rate multiplied by 2080 hours**. For each Plan Year the payout percentage within each team will range from a minimum of 0% to a maximum of **150%** of the available bonus pool, depending upon that team’s results, as compared to that team’s objectives. **PRP** results will be measured, and **PRP** awards will be paid out to eligible employees, on an annual basis.

30.5 **PRP Eligibility**

**30.5.1 All full-time, non-commissioned regular employees will covered by the plan.**

**30.5.2 New employees will be eligible for a prorated PRP award based on the number of full months the new hire is employed.** In order to be eligible for any **potential PRP** award, **new** employees must be on payroll **on or before October 1** of the Plan Year (e.g., **October 1, 2018** for the bonus paid in **2019**).

**30.5.3 Employees who are laid off or who retire during the Plan Year will be eligible for a prorated PRP award** based on the number of full months worked by the employee during the Plan Year.

**30.5.4 Employees who are not actively at work for 30 or more consecutive days during the Plan Year will be eligible for a prorated PRP award** based on the number of full months worked by the employee during the Plan Year.

**30.5.5 Employees who transfer out of or into the bargaining unit during a plan year will be eligible for a prorated PRP award based on the number of full months the employee actively worked in the bargaining unit during the plan year.**

**30.5.6 Employees transferring or changing bonus teams within the bargaining unit** for any reason during the Plan Year will **be eligible for a PRP award** based upon the bonus team in which the employee resides at the end of the Plan Year (December 31). Awards will not be prorated based on time spent on each team.

**30.5.7** Employees who resign or who are discharged for cause before the payout date are ineligible for any bonus payout.

## **ARTICLE 31. TERMS OF AGREEMENT**

- 31.1 This Agreement is hereby made effective November **19, 2017**, except as otherwise provided herein, and shall continue in effect until 11:59 p.m., November **21, 2020**, at which time it shall terminate.
- 31.2 This Agreement supersedes the Agreement between the Union and the Company entered into as of November **16, 2014**.
- 31.3 Special Re-opener Provision. The Company may once during the term of the new Agreement propose adjustments thereto in the wage schedule rates, other than the maximum rate, in any schedule or schedules and/or changes in the wage progression steps in such a manner as to retain or reduce but not increase the overall schedule length. Such changes shall not be made effective unless agreement is reached within thirty (30) calendar days after notice of the Company's proposal is given to the Union.

In witness thereof, the Communications Workers of America and Frontier Communications of the White Mountains have caused this Agreement to be executed by their respective officers and representatives there unto duly authorized as of November **19, 2017**.

For Frontier Communications

For Communications Workers of  
America

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Michael Kruger  
Vice President, Labor Relations

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Joe Gosiger  
Staff Representative, District 7

**EXHIBIT A  
DUES DEDUCTION AUTHORIZATION CARD**

\_\_\_\_\_  
Social Security Number                      Print name (Last, First, Middle)

\_\_\_\_\_  
Work Location Address                      City                      State                      Zip Code

**AUTHORIZATION OF DEDUCTION FROM SALARY  
EQUIVALENT OF UNION DUES – CWA**

I hereby authorize Frontier Communications 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 Unions 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 \_\_\_\_\_, 20\_\_\_\_ 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 Internal Revenue Code.

\_\_\_\_\_  
Employee Signature In Ink                      Date                      Office Telephone No.

\_\_\_\_\_  
Company Name                      (Departmental Payroll Clerk)

Deductions Started: \_\_\_\_\_ Deductions Terminated: \_\_\_\_\_  
(Payroll Period)                      (Payroll Period)



## EXHIBIT B

### Wage Schedule 1

Step	11/19/2017	11/18/2018	11/17/2019
Start	\$ 15.46	\$15.70	\$15.89
6 mo.	\$ 16.66	\$16.91	\$17.12
12 mo.	\$ 17.95	\$18.22	\$18.45
18 mo.	\$ 19.34	\$19.63	\$19.88
24 mo.	\$ 20.84	\$21.16	\$21.42
30 mo.	\$ 22.46	\$22.80	\$23.08
36 mo.	\$ 24.20	\$24.56	\$24.87
42 mo.	\$ 26.08	\$26.47	\$26.80
48 mo.	\$ 28.10	\$28.52	\$28.88
54 mo.	\$ 30.28	\$30.73	\$31.11
60 mo.	\$ 32.62	\$33.11	\$33.53

Title(s): CO Technician, Sales and Service Technician

### Wage Schedule 2

Step	11/19/2017	11/18/2018	11/17/2019
Start	\$ 14.28	\$14.50	\$14.68
6 mo.	\$ 15.35	\$15.58	\$15.78
12 mo.	\$ 16.51	\$16.75	\$16.96
18 mo.	\$ 17.75	\$18.01	\$18.24
24 mo.	\$ 19.08	\$19.37	\$19.61
30 mo.	\$ 20.51	\$20.82	\$21.08
36 mo.	\$ 22.05	\$22.38	\$22.66
42 mo.	\$ 23.71	\$24.06	\$24.37
48 mo.	\$ 25.49	\$25.87	\$26.20
54 mo.	\$ 27.40	\$27.81	\$28.16
60 mo.	\$ 29.46	\$29.90	\$30.28

Title(s): Drafter, Facility Specialist

### Wage Schedule 3

Step	11/19/2017	11/18/2018	11/17/2019
Start	\$12.97	\$13.16	\$13.33
6 mo.	\$ 13.94	\$14.15	\$14.33
12 mo.	\$ 14.98	\$15.21	\$15.40
18 mo.	\$ 16.11	\$16.35	\$16.55
24 mo.	\$ 17.31	\$17.57	\$17.79
30 mo.	\$ 18.61	\$18.89	\$19.12
36 mo.	\$ 20.00	\$20.30	\$20.55
42 mo.	\$ 21.50	\$21.82	\$22.09
48 mo.	\$ 23.11	\$23.46	\$23.75

Title(s): Cashier

Effective November 15, 2011, the parties agree to combine the Communications Technician, Customer Service Technician and Outside Facility Technician job classifications into a single new job classification of Sales and Service Technician.

- All contractual references to the former job classification titles will be changed accordingly.
- The duties of the Sales and Service Technician classification include all of the duties of the former Communications Technician, Customer Service Technician, and Outside Facility Technician job classifications.

#### Certification Differentials for CO Technicians and Sales and Service Technicians

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 and maintain the following certification(s):

Comp TIA A+	\$0.25 per hour increase
Comp TIA Network+	\$0.25 per hour increase
Comp TIA Security +	\$0.25 per hour increase
Comp TIA Mobility +	\$0.25 per hour increase
Comp TIA Cloud Essentials	\$0.25 per hour increase
CWNP – CWTS	\$0.25 per hour increase

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

Employees may seek reimbursement for the cost of courses and examinations to acquire such certification under the terms of the Tuition Reimbursement Program. Time spent by an employee in training or in preparation for the certification examinations shall be on the employee's own time.

## **EXHIBIT C DEFINITIONS – GENERAL**

Basic Tour (Customer Services): A basic tour shall normally consist of eight (8) consecutive hours or less (excepting intermission for meals) of the twenty-four (24) hours, except that no regular tour of duty shall be started later than 12:00 midnight or before 5:00 a.m. The normal working hours shall be 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m. With respect to the basic tour and basic work week, adjustments may be made by mutual agreement of the parties, as determined by local Company and Union officials.

Calendar Day of a Tour: Shall be one which starts during the period from midnight of that calendar day. Any time worked as an extension of a tour or call-out before midnight shall be reported on that day, including all continuing time worked up to the starting time of the next calendar day tour. Call-out time beginning after midnight shall be reported on that calendar day tour.

Changes in Assignment: The term "Changes in Assignment" shall mean a change in job title at the same exchange location or it shall mean a transfer to another exchange location with either the same job title or a change in job title. Job titles referred to are those shown in Exhibit B.

Demands of Service: Whenever used in this Agreement, "Demands of Service" means such requirements as determined by the Company; and the determination of the Company shall be controlling. The phrase "Demands of the Service" means any and all requirements necessary to protect the service, adjust the forces between shifts and offices, care for the training needs of the force, and determine the qualifications of an employee for any assignment.

Full-Time Employees: An employee engaged to work a full-time or normal work week.

Half Tour: A tour which is one-half (1/2) or approximately one-half (1/2) of a full tour.

Headquarters Exchange, Location, Town: An exchange, location or town designated by the Company as being the place of employment for a particular employee and on which location the employee's basic wage is established.

Holiday Tour: Shall be one which starts during the period from midnight to midnight of the day observed as the holiday.

Net Credited Service: Length of continuous Citizens Telecommunications Company of Arizona, Citizens Utilities Company service accrued from date of engagement if employee has been continuously engaged, or the net credited service accrued in the case of an employee who has not been continuously engaged.

Night Tour: A tour which falls wholly or partly within the period from 7:00 to 6:00 a.m.

Nonscheduled Day: A day on which an employee is not assigned or scheduled to work.

Normal Basic Work Week: A normal basic work week shall consist of the first five (5) scheduled tours, or their equivalent in scheduled tours and part tours, worked in a calendar week. With respect to the basic tour and basic work week, adjustments may be made by mutual agreement of the parties, so determined by local Company and Union officials.

Occasional Employees: An Occasional employee is one who is hired to work during a period when additional work of any nature requires a supplemental force including sporadic call-ins, or in other periods of peak workload or to relieve regular employees when not available. The term of employment is intended to ordinarily last not more than six (6) months.

Overtime Rate, Pay: The overtime rate of pay is one and one-half (1 1/2) times the basic rate of pay except as otherwise specifically provided for in this Agreement.

Regular Full-Time Employee: One whose employment is reasonably expected to continue for more than one (1) year.

Scheduled Tour or Work Day: Any of the tours which are officially posted on the work schedule for a particular employee.

Sunday Tour: Shall be one which starts at or after 12:00 midnight on Saturday and before 12:00 midnight Sunday.

Supervisory Employee: An employee with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action.

Temporary Employee: One whose term of employment is intended to ordinarily last not more than one (1) year, or who is engaged for a specific project.

Tour: The hours of work scheduled for an individual employee for a particular day.

Weekly Schedule: A combination of tours or half (1/2) tours which an employee is scheduled to work within a period of seven (7) consecutive days (normally forty (40) hours).

Work Week: A consecutive period of seven (7) days, the first of which is Sunday.



**LETTER OF UNDERSTANDING**  
**between**  
**FRONTIER COMMUNICATIONS OF THE WHITE MOUNTAINS**  
**and**  
**COMMUNICATIONS WORKERS OF AMERICA**

**DRUG AND ALCOHOL POLICY**  
**Effective November 19, 2017– November 21, 2020**

The Company is committed to maintaining a workplace free from drugs or alcohol and is obligated to comply with the requirements of the Drug Free Workplace Act of 1988, as well as the special Department of Defense drug-free workforce rules for specific government contracts.

The Company has developed and implemented a policy on substance abuse which applies to all employees. The Company reserves the right to take appropriate measures to comply with restrictions or procedures placed on our Company and its employees by our customers.

In the event there are any revisions to the existing policy, the Company and the Union agree to meet and discuss the changes.

For Frontier Communications

For Communications Workers of  
America

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Michael Kruger  
Vice President, Labor Relations

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Joe Gosiger  
Staff Representative, District 7

**LETTER OF UNDERSTANDING**  
**between**  
**FRONTIER COMMUNICATIONS OF THE WHITE MOUNTAINS**  
**and**  
**COMMUNICATIONS WORKERS OF AMERICA**  
**EMPLOYEE ADJUSTMENT INCOME PLAN (EAIP)**  
**Effective November 19, 2017– November 21, 2020**

1. Frontier Communications of the White Mountains and Communications Workers of America recognize the need for technological change in the business and hereby enter into this Letter of Understanding (hereinafter referred to as the Agreement). In order to lessen the economic impact upon regular employees who become surplus due to technological change, the Company and the Union agree to establish the EMPLOYEE ADJUSTMENT INCOME PLAN (the Plan). "Technological change" shall be defined as a change in plant or equipment, or a change in a method of operation, diminishing the total number of regular employees required to supply the same services to the Company or its subscribers. "Technological change" shall not include layoffs or force realignments caused by business conditions, variations in subscribers' requirements or temporary or seasonal interruptions of work.
  
2. During the term of this Agreement, if the Company notifies the Union in writing that a technological change has created or will create a surplus in any job title in any work group and/or work location, regular employees meeting the following qualifications shall be eligible for Plan participation:
  - A. Accredited service of fifteen (15) or more years.
  - B. The combination of age and accredited service must total at least seventy-six (76) as of the date of the Company's notice to the Union; and
  - C. No comparable assignment available within fifty (50) miles of the former permanent headquarters, and/or refusal of reassignment to a new permanent headquarters fifty (50) miles or more from the former permanent headquarters.

However, the Company reserves the right to apply this Plan to any surplus in force, whether or not it is brought about by technological change that the Company deems appropriate. All elections shall be voluntary, and acceptance by the Company will be in order of seniority.
  
3. The Company reserves the right to determine the job titles and work group(s) and/or work location(s) in which a surplus exists, the number of work groups and/or work locations in which a surplus exists, the number of employees in such titles and locations which are considered to be surplus, and the period during which the

employee may, if he or she so elects, leave the service of the Company pursuant to this Plan. In no event shall the number of employee elections accepted under the terms of the Plan exceed the number of employees determined by the Company to be surplus.

4. An employee's election to leave the service of the Company and receive adjustment pay benefits must be in writing and transmitted to the Company within twenty-one (21) calendar days from the date of the Company's offer in order to be effective, and it may not be revoked after such twenty-one (21) calendar day period.
5. For employees who are eligible in accordance with Sections 1 and 2, the Company will pay a monthly benefit as follows:

Schedule of Adjustment Pay Benefits

<u>Years of Accredited Service</u>	<u>Monthly Payment</u>
15 but less than 20	\$270
20 but less than 25	\$300
25 but less than 30	\$335
30 but less than 35	\$375
35 but less than 40	\$420
40 or more	\$470

6. Adjustment pay benefits for employees, who so elect to leave the service of the Company in accordance with Section 2, shall begin within one (1) month after such employee has left the service of the Company and shall continue until forty-eight (48) monthly payments have been made.
  - A. Adjustment pay benefits will be reduced by the amount of any state or federal unemployment compensation received by the employee during the time he/she is receiving adjustment pay benefits.
7. In addition, the affected employee may elect one (1) of the following options which shall not exceed \$3,500.00:
  - A. For up to forty-eight (48) months from the date of separation, a continuation of Company-paid premiums for existing medical plan coverage (excluding dental coverage) for the employee and his/her dependents;
  - B. Reimbursement for successful completion of retraining in a new career field within a twenty-four (24) month period from the date of separation.

Eligible employees may receive financial assistance for approved courses and/or programs undertaken at accredited or state-approved educational institutions.

The cost of tuition, required textbooks, and required lab and entrance

fees will be reimbursed up to a maximum of \$3,500.00 as follows:

- (i) Thirty-five percent (35%) reimbursement of approved costs upon presentation of receipted bills;
- (ii) Sixty-five percent (65%) reimbursement of approved costs upon submission of proof of successful completion of course/program.

Approved training expenses that are covered by other employers, government benefits or scholarships will not be subject to reimbursement by the Company.

- C. A miscellaneous moving expense associated with an actual relocation to a new residence within a twenty-four (24) month period from the date of separation.
8. In lieu of the benefits listed in Sections 5 and 6 (monthly payments for forty-eight (48) months) and Section 7 (maximum \$3,500.00 option), an eligible employee may elect to combine these two (2) amounts and apply the total amount to the continuation of employee/dependent health insurance premiums (excluding dental coverage) until the employee becomes eligible for Medicare or the total amount is depleted, whichever occurs first. If the employee becomes eligible for Medicare before the total amount of the combined benefit is depleted, any surplus will be distributed to the employee on a monthly basis per Section 5.
9. The maximum amount of adjustment pay benefits payable shall in no event exceed a total of \$22,560.00 and when combined with one (1) of the elected options shall not exceed \$26,060.00. The dollar amounts set forth in this Agreement shall be prorated for regular part-time employees based on the percentage of a full year's equivalent (i.e., 700 hours worked taken as a percent of 2,080 hours equals 33.65%).
- In no event shall the total adjustment pay benefits exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (exclusive of tour premiums or temporary differentials, overtime pay, commissions, bonuses, or other extra payments) received during the year immediately preceding the termination of service.
10. In addition to the benefits set forth in Sections 5, 6, and 7 or in Section 8 above, employees who so elect to leave the service of the Company and receive adjustment pay benefits may elect to receive, in combination with such benefits, a retirement service pension if eligible for such pension.
11. Payments under the Plan, with the exception of the retraining benefits, shall cease upon the reemployment of a recipient by the Company or any affiliated or subsidiary companies with Frontier Communications of the White Mountains. If an employee is enrolled in a course/program at the time of reemployment, the sixty-

five percent (65%) reimbursement portion of the retraining benefits will be made upon the successful completion of the course/program within twenty-four (24) months from the date of separation or twelve (12) months from the date of reemployment, whichever occurs later. No reimbursement will be made beyond the date.

12. Re-employed employees must complete one (1) full year of accredited service with the Company before becoming eligible again for termination benefits. In subsequent terminations to which this Agreement is applicable, the employee shall receive the difference between the termination benefits for which he or she is presently eligible and any benefits previously received.
13. All benefits payable under the Plan are subject to legally required deductions.
14. Upon the death of a recipient, all benefits under the Plan shall cease.
15. This Agreement will be implemented prior to invoking the provisions of Article 21 (Force Adjustment) and Article 22 (Termination Payments) of the Collective Bargaining Agreement, which conditions set forth in Section 1 of this Agreement exist as determined by the Company.
16. An employee who elects under the Plan shall not be entitled any of the provisions outlined in Article 22 (Termination Payments) of the Collective Bargaining Agreement, nor any other termination allowance offered by the Company.
17. Neither the right to effect a technological change, the determination of a surplus condition, eligibility for participation in the Plan, nor any other part of this Plan or Agreement shall be subject to the arbitration procedure of the Collective Bargaining Agreement.
18. The Letter of Understanding is effective on November **19, 2017**, and shall expire on November **21, 2020**. The parties specifically agree that the terms and conditions set forth in this Letter of Understanding shall not survive the expiration of this Letter of Understanding unless agreed to by the parties in writing.

For Frontier Communications

For Communications Workers of  
America

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Michael Kruger  
Vice President, Labor Relations

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Joe Gosiger  
Staff Representative, District 7

**LETTER OF UNDERSTANDING**  
**between**  
**FRONTIER COMMUNICATIONS OF THE WHITE MOUNTAINS**  
**and**  
**COMMUNICATIONS WORKERS OF AMERICA**  
**FOUR DAY WORK WEEKS**  
**Effective November 19, 2017– November 21, 2020**

The Company and Union agree to amend the parties' Labor Agreement to provide for Four-Day Work Weeks, as follows:

1. Notwithstanding any provision of the Agreement to the contrary, the Company may establish a four-day work week, composed of four (4) ten (10) hour tours, as a normal 40 hour work week. The Company shall notify the local union at least fourteen days prior to implementing a four-day work week. The local union shall have the right to suggest alternatives to a four-day work week. Furthermore, the Company shall give due consideration to the personal needs of the employees effected by a four-day work week assignment. In such cases, the total number of hours constituting a five-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.
2. When a four-day schedule is in effect, the duration of normal tours (or shifts) as specified in the Agreement shall be considered to be expanded accordingly in their starting and/or ending times.
3. In administering four-day work weeks, the Company will first offer four-day work weeks to qualified employees on a voluntary basis in seniority order. If there are insufficient qualified volunteers, a four-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).
4. When a four-day schedule is in effect as a normal work week, overtime payments shall be made only for time worked in excess of 40 hours in a week or in excess of 10 hours in a day.
5. Pay allowances for absent time (including short term disability absence) occurring during four-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-day work week and a scheduled day of a five-day normal work week will each count as one full day. Otherwise, pay treatment will be handled on an hourly basis.

6. Vacation time will be charged hour for hour based on the number of hours actually scheduled on the tour in question. (For example, one day off in a 4-day work week will consume 10 hours of vacation time.)
7. For calendar weeks containing Holidays recognized under the Agreement, the Company may revert to a five-day schedule.

This Letter of Understanding will terminate when the parties' collective bargaining agreement terminates unless the parties agree in writing to a different disposition of this Memorandum of Agreement.

For Frontier Communications

For Communications Workers of  
America

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Michael Kruger  
Vice President, Labor Relations

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Joe Gosiger  
Staff Representative, District 7

**LETTER OF UNDERSTANDING**  
**between**  
**FRONTIER COMMUNICATIONS OF THE WHITE MOUNTAINS**  
**and**  
**COMMUNICATIONS WORKERS OF AMERICA**  
**INCENTIVE PROGRAMS**  
**Effective November 19, 2017– November 21, 2020**

The Company may develop and implement programs which will provide participating employees the opportunity to earn merchandise, cash, and other awards of value based on individual and/or group performance in achieving standards developed and administered solely by the Company. The Company agrees to notify the Union of such incentive programs (other than those that provide awards of nominal value) prior to implementation by the Company.

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

The development, design, size and frequency and/or administration of incentive programs are wholly within the discretion of the company and are not subject to the Grievance and Arbitration provisions of the Labor Agreement. However, if a dispute arises regarding the amount of merchandise, cash or other awards of value earned by participating employees in accordance with the provisions of an incentive plan, such disputes may be resolved through the Grievance and Arbitration procedures set forth in the Labor Agreement

The Company and the Union agree that employees will not be subject to disciplinary action solely due to lack of sales.

This Agreement shall have the same effective date as the effective date set forth in the Primary Agreement between the parties and shall terminate on the termination date thereof.

For Frontier Communications

For Communications Workers of  
America

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Michael Kruger  
Vice President, Labor Relations

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Joe Gosiger  
Staff Representative, District 7



**LETTER OF UNDERSTANDING**  
**between**  
**FRONTIER COMMUNICATIONS OF THE WHITE MOUNTAINS**  
**and**  
**COMMUNICATIONS WORKERS OF AMERICA**

**LUMP SUM PAYMENT OPTION**  
**Effective November 19, 2017– November 21, 2020**

1. Frontier Communications of the White Mountains and Communications Workers of America agree to include in the Plan for Hourly Employees' Pensions (hereinafter referred to as the Plan), effective 2/1/93, the provisions specified in Paragraph 2. The inclusion of this provision is conditional upon the approval of the appropriate Board of Directors and a favorable determination from the Internal Revenue Service that the Plan is and continues to be qualified under Section 401(a) of the Internal Revenue Code. Therefore, the effective date of February 1, 1993, for the following modification will be contingent upon the receipt of the necessary approvals.
2. Regular employees who are eligible to receive a single life annuity from the Plan will be provided a lump sum payment option which will be based on the present value of their single life annuity.
3. The amount and availability of benefits under the Plan are governed by the provisions of the Plan and are subject to the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the Plan in effect at the time regular employees separate from service. The operation and administration of the Plan, the calculations of the lump sum benefit, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Plan shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.
4. This Letter of Understanding shall apply only to employees who have attained or who attain 61 (combined total of age and pension service) by November 9, 1996 and shall be applicable only to such employees with respect to their pension benefit due in accordance with the Citizens Pension Plan Appendix III.

For Frontier Communications

For Communications Workers of  
America

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Michael Kruger  
Vice President, Labor Relations

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Joe Gosiger  
Staff Representative, District 7

**LETTER OF UNDERSTANDING**  
**between**  
**FRONTIER COMMUNICATIONS OF THE WHITE MOUNTAINS**  
**and**  
**COMMUNICATIONS WORKERS OF AMERICA**

**OVERTIME**

**Effective November 19, 2017– November 21, 2020**

1. This letter is to confirm certain understanding reached between the Union and the Company on November 10, 1980, (and amended by the parties from time to time thereafter) regarding overtime.
2. It is understood and agreed that in the assignment of overtime, the Company will utilize voluntary overtime to the extent provided below. These provisions are not intended to supersede Article 20, Section 20.3.6.
  - a. The Company will, to the greatest extent possible, determine weekly overtime requirements prior to the end of the preceding week and shall schedule such overtime using qualified volunteers first, in order of seniority, before requiring any compulsory overtime.
  - b. Advance notice of daily overtime not previously scheduled shall be given to employees as early in the day as possible. If an employee requests not to work such overtime, the Company shall make a reasonable effort to obtain qualified volunteers to work the overtime.
  - c. When necessary to assign employees more than five (5) days in a week, such work shall first be offered on a voluntary basis to qualified employees in order of seniority.
  - d. Employees who volunteer for work assignments shall be expected to work such assignments with due consideration given to employee needs for relief from such commitment which may arise.
  - e. The parties recognize that by utilizing seniority to assign voluntary overtime, equalization of overtime may not occur.
3. It is understood and agreed that in the event that during the months of May, June, July, August and September, compulsory overtime on an individual basis reaches fifteen (15) hours per week, the employee so affected has the right to discuss with their immediate supervisor a reasonable break from any more assigned overtime for that week except in the case of an emergency. During the months of October, November, December, January, February, March and April, the hours of compulsory overtime would be ten (10). The parties agree that call out is not included in the calculation of the compulsory overtime maximum.

4. It is further understood that an emergency is defined in this context as an event such as a fire or other catastrophe, severe weather conditions, or major cable or equipment needs.
5. The aforementioned shall be effective November 10, 1980, and remain in force for the term of the Agreement.

For Frontier Communications

For Communications Workers of  
America

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Michael Kruger  
Vice President, Labor Relations

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Joe Gosiger  
Staff Representative, District 7

**LETTER OF UNDERSTANDING**  
**between**  
**FRONTIER COMMUNICATIONS OF THE WHITE MOUNTAINS**  
**and**  
**COMMUNICATIONS WORKERS OF AMERICA**  
  
**PERFECT ATTENDANCE LEAVE**  
**Effective November 19, 2017– November 21, 2020**

To promote absence-free attendance, regular full-time employees who work a calendar year with perfect attendance shall receive one (1) work day of paid leave.

- a. Perfect attendance, for purposes of this Agreement, shall be defined as working with no absences or tardies for a calendar year, January through December, with these permitted exceptions only: voting, jury, or witness duty, military duty, tardiness, Union business, and death in the immediate family.
- b. Paid leave shall be awarded by January 31 of the following calendar year and will be taken in the awarded year subject to the provisions of Article 13 (Holidays).
- c. The Union and the Company will establish a joint approach to interpret the meaning of excused tardies as it applies to this Letter of Understanding.

For Frontier Communications

For Communications Workers of  
America

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Michael Kruger  
Vice President, Labor Relations

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Joe Gosiger  
Staff Representative, District 7

**LETTER OF UNDERSTANDING**  
**between**  
**FRONTIER COMMUNICATIONS OF THE WHITE MOUNTAINS**  
**and**  
**COMMUNICATIONS WORKERS OF AMERICA**

**VOLUNTARY TERMINATION DURING LAYOFF**  
**Effective November 19, 2017– November 21, 2020**

For the life of the **2017** 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 as an employee who is slated for layoff.
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.
3. In the event there are more volunteers than volunteer slots, volunteers will be taken in order of their seniority.
4. 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, unless the Company and the Union mutually agree upon an extension of this time limit.
5. The Company's determination of whether to accept the volunteer will be final

For Frontier Communications

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Michael Kruger  
Vice President, Labor Relations

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Joe Gosiger  
Staff Representative, District 7