

Agreement  
Between  
**Frontier Communications**  
And  
**Communications Workers of America**  
(CWA 7670)

***September 23, 2018 – September 25, 2021***

(Updates from 2015 CBA are highlighted in **BOLD**)

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### AGREEMENT

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## ARTICLE 1 RECOGNITION AND DURATION

1.1 This Agreement is made and entered into this fifteenth day of September, 2018 by and between Frontier Communications, hereinafter referred to as the "Company," and the Communications Workers of America Local 7670, hereinafter referred to as the "Union." The parties enter into this Collective Bargaining Agreement in good faith.

1.2 This Agreement represents a complete and final understanding between the Company and the Union, and it shall be effective as of 12:01 a.m., September 23, 2018, and remain in full force and effect until midnight, September 25, 2021, and thereafter from year to year unless at least sixty (60) days prior to said expiration date, or any anniversary date thereafter, either party gives written notice to the other of its desire to terminate or modify any or all of its provisions.

1.3 In the event that any provision of this Agreement shall at any time be made invalid by applicable legislation or be declared invalid by any court of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not made invalid shall remain in full force and effect.

1.4 This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced in writing, state the effective date of the amendment, and be executed by said parties.

1.5 The Company recognizes the Union as the exclusive representative for all Frontier Communications employees in Idaho and Eastern Washington (except Naches, Republic, and Tonasket), excluding all professional and confidential employees, guards, and supervisors as defined in the Labor Management Relations Act of 1947, for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, and it is not the intent to expand on, diminish or alter the scope of recognition in Frontier Communications locations which remain and are pursuant to National Labor Relations Board Certification 19 – RC - 10524, dated October 13, 1982.

1.6 The Company and the Union will have copies of this Agreement printed into pamphlets mutually agreed to by both parties. Both parties will share equally in the production costs. The Company and/or the Union may make initial distribution of this Agreement to each employee. Management retains the right to determine the method of delivery by workgroup. Additional copies will be printed to provide both the Union and the Company with sufficient copies to meet their administrative needs.

1.7 Union notices of a non-controversial nature may be posted on the Company's bulletin boards in a space reserved for Union notices and will be maintained by a designated Union Representative. The Union will notify the appropriate Manager as to the employee who has been given the responsibility for Union postings. The Union agrees to use the bulletin board only for the posting of notices of social functions, meetings, elections, and Union appointments, or any other material authorized by the Company. The Company retains the right to notify the Local Union officials to remove any objectionable material from the bulletin board.

1.8 Employees are prohibited from using the Company mail or Company copy machines in support of Union business. Literature may not be distributed in work areas even though some employees may remain there to eat their lunch. Distribution of literature will be made during the non-work time of both employee Union Representatives making the distribution and employees receiving the literature. Furthermore, the Union will assure that all undistributed literature is removed and cleaned up from the distribution points at the end of each non-worked period.

## ARTICLE 2 UNION SECURITY

2.1 For all Frontier Communications regular and temporary employees located in Eastern Washington (except Naches, Republic, and Tonasket), it shall be a continuing condition of employment with the Company that all employees covered by the Agreement: (1) shall become and remain members of the Union in good standing to the extent of paying the Union membership dues, initiation fees; or (2) in the alternative, an employee shall tender a Service Fee to the Union in an amount equal to the monthly membership dues of Union members in accordance with Union Policy, and such employee shall not be subject to initiation fees or special assessments. Any covered employee who is involuntarily terminated by action of the Union body (other than for refusal to tender initiation fee and periodic dues) shall not be subject to discharge from employment but, rather, shall take on the status of a Service Fee employee. Employees in Idaho will be required to abide by the above when Idaho is no longer a right-to-work state.

2.2 For employees who either join the Union or pay Service Fees, the following will apply:

2.2.1 In Good Standing: means that the employee pays, or tenders payment of, initiation fee and periodic dues in amount and frequency regularly required by the Union as a condition of acquiring and retaining membership.

2.2.2 Service Fee Employee: means a covered employee who elects not to become a member of the Union, or who withdraws membership from the Union, and is required in lieu of membership to pay the representation fee to the Union.

2.2.3 Service Fee employees are in no manner members of the Union, and possess no membership rights, privileges, or responsibilities that accrue to members of the Union.

2.2.4 No Service Fee employee shall be required to pay the representation fee during any period that, by Union rules or actions, dues payments are suspended or not enforced for regular members of the Union.

2.3 Nothing herein shall be construed to limit the Union's lawful rights to determine and enforce regulations regarding acquisition of, and retention of, membership in the Union.

2.4 Employees who were hired prior to March 20, 1983, are exempt from Union membership or Service Fee requirements. Such exemption, however, will be waived by the employee agreeing either to join the Union or pay Service Fees.

2.5 The Company shall make collection of Union dues or service fees upon receipt of a payroll deduction authorization card signed by the affected employee and shall pay monthly to the Secretary-Treasurer of the Union the total amount thus deducted from all employees. Such deductions shall be made from the wages and/or short-term disability leave benefits paid to employees on the first pay period of each month.

2.6 Cancellation by an employee of such written authorization for payroll deduction shall be in writing, signed by such employee, and sent via certified or registered mail to both the Union and Company at the designated addresses. The Company shall honor any such cancellation. An employee's authorization shall be deemed automatically cancelled if the employee leaves the employ of the Company or is transferred or promoted out of the bargaining unit. The Company notice should be sent to: Frontier Communications, Labor Relations. The Union notice should be sent to: CWA Local 7670 Main Union Office.

2.7 Deductions of dues or service fees shall be suspended during the period of an employee's leave of absence. No dues or service fees shall be deducted when sufficient pay is not available.

2.8 Each month the Company will furnish the authorized representative of the Union and Local with an alphabetical listing of all employees for whom payroll deduction has been made, showing the amount of each such deduction, social security number, home address and job title; a list of names of employees canceling their dues or service fees; and a list of names of those who had insufficient pay and for whom no dues or service fees were deducted. The list will also show name changes, new employees hired, and employees who have left the service of the Company.

2.9 A discussion will be held with a representative of Local 7670 regarding any adjustments in an employee's check regarding dues collected. Such discussion will occur prior to any adjustment being made or immediately upon notification to local Labor Relations.

2.10 The Company shall incur no liability in the enforcement of this Article or from acting as agent in the collection of dues.

### ARTICLE 3 NO LOCKOUT/NO STRIKE

3.1 During the life of this Agreement, the Company shall not conduct any lockout which will affect the Union or any employee subject to this Agreement.

3.2 The Union agrees that there will be no strike, walkout, sympathy strike, slowdown, stoppage, or interference of production of work during the term of this Agreement.

3.3 In the event any employee(s) engages in any activity specified in Section 3.2 of this Article, the Local Union President shall promptly order the employee(s) involved to cease the violation and to return to work at once. If the Local Union President shall fail to give such order promptly, he/she shall be deemed to have violated this Article.

3.4 Any employee authorizing, engaging in, encouraging, recognizing or assisting any strike, sympathy strike, walkout, slowdown, work stoppage of any nature, or other concerted economic pressure against the Company in violation of this Article shall be subject to immediate discipline up to and including dismissal.

3.5 Nothing contained in Section 3.4 shall be construed so as to require any member of the bargaining unit to go through any legal picket line recognized by CWA, but it is agreed that the failure of members of the bargaining unit to go through a picket line in order to enter Company premises or to go through a picket line established by any labor organization contesting the right or jurisdiction of the Union or the members of the bargaining unit to perform the Company's normal work is a work stoppage within the meaning of Section 3.2. In the event of an emergency an employee may be allowed to go through a recognized picket line by special permission of the striking Union.

#### **ARTICLE 4 JURISDICTION OF WORK**

4.1 Employees engaged in excluded supervisory positions shall not perform the work of any job classifications covered by this Agreement except when required to meet service emergencies or to start up and test equipment and processes or work incidental to the training of employees.

#### **ARTICLE 5 MANAGEMENT RIGHTS AND RESPONSIBILITIES**

5.1 The Company has and will retain the exclusive right and power to manage its business and direct the working forces, including but not limited to the right to hire, classify, grade, suspend, reassign, layoff, discharge, promote, demote or transfer its employees, to assign or reassign work functions, to use new or improved methods, material or equipment, to prescribe reasonable work rules, to contract work out, to establish schedules of work, to develop and administer work standards and performance requirements, to decide the number of full-time, part-time, and temporary employees needed at any particular time or place, to create new classifications or revise them, and to be the sole judge of the quality and acceptability of the service, except as such rights may be directly and specifically limited by this Agreement. Nothing in this Agreement is intended to or is to be construed in any way to interfere with the recognized prerogative of the Company to manage and control the business.

#### **ARTICLE 6 NON-DISCRIMINATION CLAUSE**

6.1 The Company and the Union agree that they will not discriminate against any employee because of membership in the Union or because of any Union activity in which the employee properly engages. Both parties reaffirm their intention that the provisions of this Agreement will continue to be applied without discrimination because of race, color, creed, religion, national origin, sex, sexual orientation, age, handicap, or veteran's status of the employee.

#### **ARTICLE 7 DEFINITIONS**

7.1 Employee: as used in this Agreement refers to any employee covered by this Agreement. Employees will be designated as Regular or Temporary.

7.2 Regular Employee: is an employee who has completed the six (6) months probationary period (1,040 straight time hours worked) and has been accepted by the Company for continued employment. Regular employees may be either on a full-time or part-time status.

7.2.1 Probationary Period: The initial 1,040 straight time hours worked. During the probationary period the Company may, at its option, demote, transfer, or dismiss such employees in accordance with Section 8.1.1. The probationary period may be extended by the mutual agreement between the Company and the appropriate Union Representative.

7.3 Regular Part-time Employee: is an employee who is normally scheduled less hours than regular full-time employees. Part-time employees shall be assigned to schedules prepared by their supervisor. Part-time employees may be assigned full-time hours for periods of time based on service requirements. Regular part-time employees shall be reclassified to full-time status, with employee concurrence, when the need exists for continuous regular full-time work as determined by ongoing service requirements which are not temporary, limited, or of a peak activity nature. See Article 32.

7.3.1 Regular Part-time Seasonal Employee: A regular part-time employee who is scheduled forty (40) hours per week or less for a period of less than twelve (12) months to meet seasonal service requirements. See Article 31.

- 7.4 Temporary Employee: is an employee whose term of employment may be up to six (6) months to fill a non-repetitive, temporary requirement and, at the end of such requirement, employment terminates. Any temporary employee working beyond six (6) months must have an extension requested in writing and mutually agreed to between the Company and the Union. During the temporary employment period, the Company may, at its option, demote, transfer, or dismiss such employee.
- 7.5 Term Employee: is an employee whose term of employment may be up to three (3) years (to complete an identified project which may include company plans to consolidate or relocate work or to exit portions of the business or which may be related to Fiber to the Prem [FTTP]). Benefits, including wage progression, will apply to a Term Employee in the same manner as to a Regular Employee. See Memorandum of Agreement entitled Contracting of Work and Use of Term Employees.
- 7.6 Basic Rates, Wages, Pay: the hourly rates of pay exclusive of all differentials, premiums, or other extra payments.
- 7.7 Calendar Week: a consecutive period of seven (7) days, the first day of which is Sunday.
- 7.8 Regular Workweek: will normally consist of forty (40) hours divided into five (5) consecutive tours of eight (8) consecutive hours each during the calendar week beginning with Sunday. When mutually agreed between an employee and his/her supervisor, the regular workweek will consist of forty (40) hours divided into four (4) ten (10) hour tours, known as Four Day/Ten Hour shifts (4/10's).
- 7.9 Hours Actually Worked: includes all productive time plus time identified in Sections 9.10, 19.12.4, and 28.8.
- 7.10 Shift or Tour: the entire scheduled workday or workweek of an employee. Such shift or tour will normally be forty (40) hours or less; eight (8) hours or less; or ten (10) hours if permitted to work Four Day/Ten Hour schedules.
- 7.11 Session: means either portion of a shift or tour that is not interrupted by a break for lunch or termination of a workday.
- 7.12 Call-Out: when an employee is called out to work without previous notice during hours when not on duty.
- 7.13 Workgroup: means a unit of employees whose job responsibilities are related, and such unit comprises the employee group within which shift assignments and vacation schedule selections are determined.
- 7.14 Permanent Headquarters: is the street address and city of the employee's regular reporting location. Each regular employee will be assigned a permanent headquarters.
- 7.15 Temporary Headquarters: is the location where the employee may be temporarily required to report to work.
- 7.16 Bargaining Unit: is the geographical area comprised of the five (5) Service Areas, Coeur d'Alene, Kennewick, Moscow, Sandpoint, and Wenatchee.
- 7.17 Emergency: is defined as storm damage, natural disasters, and national security emergencies including, but not limited to, floods, tornadoes, earthquakes, and other catastrophic conditions.
- 7.18 Night Shift: see Section 33.14.

## ARTICLE 8 DISCIPLINARY ACTION

8.1 Regular employees covered by this Agreement shall not be suspended or discharged except for just cause. In the interest of safety for the public, employees, and the Company, any employee convicted of a sex crime victimizing children shall be terminated and such conviction shall constitute just cause. Conviction for other serious felonies of a similar magnitude may also constitute just cause for termination depending on the circumstances of the case. Serious misconduct, including but not limited to being under the influence of alcohol and/or drugs as defined in the Frontier Communications Drug and Alcohol Policy and referred to in the Memorandum of Agreement, violence, threat of violence, insubordination, dishonesty, breach of ethics or secrecy of communication, may be the basis of an immediate suspension from work without notice, pending investigation to determine whether or not discharge is warranted. In all other disciplinary matters a form of progressive discipline shall be practiced.

8.1.1 Supervisors shall ensure that probationary and temporary employees receive adequate instruction and counseling when not meeting performance standards. Probationary and temporary employees who fail to meet job performance or

behavioral standards, including satisfactory attendance, should be dismissed before the probationary or temporary period is completed, as specified in Sections 7.2.1, 7.4, and 31.2.

8.1.2 Employees in the SRC must agree to accept the Company's established performance criteria as set in the Employee Acceptance Agreement. Individuals selected for the SRC shall be expected to meet or exceed the SRC Job Performance Standards. Failure to meet such performance standards may lead to disciplinary action up to and including termination of employment. The Company has the exclusive right to amend the job performance standards as business needs change to meet customer expectations in a competitive environment.

8.2 Any discipline requires written notification of such act be given to the employee. A copy of the written notification shall be forwarded to the Labor Relations Representative and to the Local Union President. Failure of the supervisor to provide written notification shall not invalidate a suspension or discharge if such written notification is made promptly upon request by the employee or the Union.

8.3 Any disciplinary letters or memorandums, provided they are not written notifications of a sustained suspension or discharge, shall be removed from all the employee's personnel files and records after one (1) year has passed without further written disciplinary action being taken. Any disciplinary letter or memorandums documenting a sustained suspension shall be removed from all the employee's personnel files and records after four (4) years have passed without further written disciplinary action being taken. Such disciplinary letters or memorandums shall be removed and placed in a confidential holding file at the employee's request.

## ARTICLE 9 GRIEVANCE PROCEDURE

9.1 An employee or group of employees having a complaint shall, individually or through their Union Representative, advise their immediate supervisor of the problem and give the supervisor an opportunity to resolve the issue.

9.2 A grievance is hereby defined as an alleged violation of the contractual relationship between the employer and the Union, or as an alleged violation of the terms of the Agreement, or as any alleged act which is unjust and unauthorized by the terms of the Agreement and causes an employee to lose his/her job or any of the contractual benefits arising out of the employee's job. The Company shall have sole discretion, however, as to the administration of the Medical, Dental, and Life Insurance Plans, the Pension Plans, the Flexible Reimbursement Plan, Hourly Savings Plan, Income Security Plan, Long-term Care Plan, Long-term Disability, Lump Sum Payment Option, Mail Order Prescription Plan, Personal Lines of Insurance, Prescription Identification Card, Team Performance Award, Tests, Vision Plan, and Voluntary Employees Beneficiary Association (VEBA). Any complaint related to these matters shall not be considered a grievance nor subject to the grievance procedure.

9.3 Grievances shall receive fair, just, and speedy consideration and shall be handled without prejudice. Any resolution reached at first or second step shall be final and shall not be considered precedent-setting. The Company recognizes the right of the Union to investigate the circumstances surrounding any grievance and agrees to cooperate with the Union in such investigation.

9.4 The Company agrees that once a grievance has been presented by the Local Union Representatives, the Company shall not thereafter negotiate directly with the employee concerning the grievance, but shall deal only through the appropriate Union Representatives.

9.5 Filing a Grievance: A grievance shall be filed within twenty (20) calendar days of the date that the circumstance first occurred to the grieving party. One (1) copy of the grievance form shall be presented to the supervisor and one (1) copy sent to Labor Relations. The grievant will sign the form, whenever possible, but no later than the appeal to the second step. The grievance shall contain a statement of facts in sufficient detail to set forth the nature of the grievance, date or dates involved, times, occurrences, circumstances, and a reference to the applicable Article and Section of the Agreement.

9.6 Step 1. The supervisor shall, within seven (7) calendar days after receipt of the grievance form, furnish a written answer on the grievance form.

9.7 Step 2. If the grievance is not settled at Step 1, the Union Representative shall, within seven (7) calendar days after receipt of the written answer, request in writing a Step 2 meeting. The written request for Step 2 will be presented to the appropriate Manager who shall, within seven (7) calendar days after receipt of this notice, establish a mutually agreed date and time to meet and discuss the grievance. The Manager will furnish a written answer to the Union within fifteen (15) calendar days after such discussion.



9.8 Step 3. If the grievance is not settled at Step 2, the Union Representative shall, within seven (7) calendar days after receipt of the Step 2 answer, request in writing a Step 3 meeting addressed to the appropriate Labor Relations Representative. The Labor Relations Representative or his/her designated representative shall, within fifteen (15) calendar days after receipt of this notice, establish a mutually agreed date and time to meet and discuss the grievance with the designated Union Representative. The Labor Relations Representative will furnish written answer to the Union within fifteen (15) calendar days after such discussion.

9.9 Material failure of either party to meet the time limits outlined in Sections 9.6, 9.7, or 9.8 will result in a default, unless an extension is mutually agreed to by both parties and confirmed in writing. If a material default occurs, the grievance will be settled in favor of the non-defaulting party as to the issues identified and the employee(s) named in the grievance. Union and Management may mutually agree to waive intermediate steps of the grievance procedure; such agreement must be confirmed in writing.

9.10 Nothing in this Agreement shall be construed as restricting the rights of the employees, individually or collectively, from presenting grievances in accordance with this contract as identified above. Any adjustment or decision reached under these circumstances shall be in keeping with the terms of this contract, and any applicable State or Federal Laws. The Union President or designated representative shall be advised at the time a decision is handed down.

9.11 Pay shall be allowed to travel to and attend grievance meetings for not more than two (2) employees, when such time coincides with the employee's normally scheduled working hours.

9.12 In order to facilitate the proper handling of grievances, the Union Representative, with the approval of his/her supervisor, will be allowed reasonable time, without loss of pay for normally scheduled working hours, for necessary discussion with management.

#### ARTICLE 10 ARBITRATION

10.1 All grievances which concern provisions of this Agreement between the Company and the Union not settled through direct negotiations may be submitted to an arbitrator after all three (3) steps in the grievance procedure, as set out in Article 9, have been completed.

10.1.1 Prior to a request for an arbitration panel, the Local Union President and the Labor Relations Manager and/or their designated representatives will have an off-the-record discussion at the request of either party to determine if a potential solution exists. Additionally, the designated National Union Representative may participate in such discussions.

10.2 The request for arbitration shall be in writing and shall be submitted to the other party not more than thirty (30) calendar days after the answer to Step 3 of the grievance procedure has been received. Any extension of said thirty (30) days by mutual agreement must be in writing and signed by the appropriate Labor Relations Representative and Union Representative. If, following receipt of the request for arbitration, the parties are unable to agree upon an arbitrator, application shall be made within ten (10) business days by the party seeking arbitration to the Federal Mediation and Conciliation Service for a panel of eleven (11) arbitrators. The arbitrator shall be selected from the panel within ten (10) business days after receipt of the panel of eleven (11) arbitrators in any manner mutually agreeable to the parties, except that if they cannot agree upon a method, then the arbitrator shall be selected by the party seeking arbitration first striking from the list the name of any arbitrator unacceptable to that party.

10.2.1 At any time after receipt of the request for arbitration, the responding party may demand that the party seeking arbitration request a panel of arbitrators within ten (10) calendar days of the demand. Failure of the party seeking arbitration to comply with the Company's demand letter within ten (10) calendar days will result in limiting back pay accrual to twenty-four (24) months from the date of the Company's demand letter.

10.3 The other party shall then strike a name and so on alternately until one (1) name remains. The remaining name shall be the name of the arbitrator.

10.4 The initial meeting before the arbitrator shall take place on a date found agreeable to the parties or necessary for the convenience of the arbitrator. The parties may submit to the arbitrator such evidence and/or arguments as they desire relative to the question being arbitrated. The arbitrator will receive and consider any evidence which is relevant to the

dispute being arbitrated. At the request of either the Company or the Union, a stenographic transcript of hearings may be made, or written post hearings briefs may be filed, or both.

10.5 Within thirty (30) calendar days after the conclusion of such hearing, or when applicable after the submission of written briefs, whichever date is later, the arbitrator shall send a written award to each of the parties hereto.

10.6 It is agreed that no lawyer or legal advisor to either party shall be eligible to act as an arbitrator under the terms of this Agreement.

10.7 The arbitrator, who shall function in a judicial and not a legislative capacity, shall have only such jurisdiction and authority as is specifically granted to him/her by this Agreement. The arbitrator shall be limited to determining whether or not the Company or Union has violated or failed to apply the provision or provisions of this Agreement as initially specified in the grievance. The arbitrator shall have no power to destroy, change, add to, or delete from any of the specific terms of this Agreement. The arbitrator shall be required to provide his/her decision in accordance with the express language of this Agreement. Grievances not processed in accordance with the provisions of this Agreement shall not be subject to arbitration. Any matter coming before the arbitrator which is not within his/her authority, function, and jurisdiction, as herein defined, shall be rejected by him/her on that basis without any further decision or recommendation. The arbitrator will be bound by the Collective Bargaining Agreement in effect at the time the alleged violation of the Agreement first occurred.

10.8 The decision of the arbitrator, when provided in accordance with the foregoing, shall be final and binding upon both parties.

10.9 Failure of the grieving party to refer an unresolved grievance to arbitration or failure of either party to comply with the time provisions of the arbitration procedure, shall be deemed as a recognition of the other party's position and the dispute will be deemed to have been settled in favor of the non-defaulting party.

10.10 The arbitrator's fees and expenses and the cost of any hearing room shall be borne by the losing party of the arbitration. The arbitrator will be requested to specify who is the loser.

10.11 The arbitrator shall have no authority to designate monetary awards beyond that to make the employee whole with respect to lost wages and benefits. If the arbitrator awards back wages covering the period of the employee's separation from the payroll of the Company, the amount so awarded shall be less any Unemployment Compensation received or compensation which the employee would not have earned had he/she not been discharged. In no event shall an arbitrator have the authority to levy punitive damages.

## ARTICLE 11 JOB BIDDING AND CLASSIFICATION CHANGES

11.1 When a regular vacancy occurs in any classification in the bargaining unit, notice of such vacancy will be posted either electronically or on bulletin boards. The vacancy notice shall provide the following information: classification, work location, wage group, job vacancy number, opening and closing dates of bid, name of the supervisor, and whether the vacancy is full-time or part-time. Seasonal vacancies will be posted for bid as any other regular vacant position.

The Company and Union agree to meet and discuss alternatives to the current job posting/bidding procedures covered under this Article. Should the Company and Union agree to trial a new or revised procedure, such procedure will be placed into a written agreement, signed by the parties and will be communicated to the bargaining unit in advance of implementation.

11.2 Vacancies shall be posted for not less than six (6) nor more than thirty (30) calendar days. During the posting period employees may make application for the vacancy by forwarding a "Job Vacancy Application" to the designated staffing representative on the Vacancy Notice.

11.2.1 Vacancies which are not filled within sixty (60) calendar days of the end of the posting period will be cancelled.

11.3 Employees wishing to transfer to Frontier Communications positions outside of the bargaining unit should complete a Self-Interest Statement and forward to the appropriate National Staffing Representative indicated on the job posting.

11.4 An employee who bids on a bargaining unit job vacancy and is not selected for the job will be notified of this decision. Should the employee desire more information, s/he may call a designated staffing representative, and the specific reason(s) will be provided. Notification of awarded vacancies will be forwarded to the Local Union President. Such notification shall be provided within ten (10) calendar days following the selected candidate's acceptance of the job offer.

11.5 Job briefs will be posted on the Frontier Intranet site. For locations without Intranet access, the job briefs will be posted on the bulletin board or made available upon request. The posted job briefs provide only a general outline of the work functions assigned to a classification. The specific job duties and qualification requirements for a particular job vacancy may vary within the same classification.

11.6 Qualified regular employees may be awarded a job bid only after meeting the following conditions:

a) The employee has not had a job change within these time limits:

Wage Groups 1 – 3	12 Months
Wage Groups 4 – 9	18 Months
Wage Groups 10 – 11	24 Months

These time limits may be extended up to twelve (12) months for jobs requiring five (5) or more weeks of continuous formal training. These time limits or any extension thereof may be waived by the immediate supervisor. Any refusal will be reviewed by the Labor Relations Representative.

b) The employee has had satisfactory attendance (absence and tardiness) in the previous twelve (12) months.

c) The employee has had a satisfactory safety record in the previous twelve (12) months.

d) Employees who have changed jobs under Article 12 or Article 14 or who have bid and accepted a demotion or lateral transfer to alleviate a surplus identified by the Company or when Section 11.8 is applicable shall not be required to meet the time limits specified in (a) above.

e) Should a Local 7670 employee receive a transfer or promotion within the Local 7670 bargaining unit, said employee shall be released to his/her new position within 30 days.

11.6.1 In the absence of qualified bidders under Section 11.6 above, having determined the reasonable impact by taking into consideration the experience level of the workgroup in which the vacancy exists, training costs, the Company's commitment to hire and promote from within, and a review by the Labor Relations Representative, management may elect to fill the vacancy from any source at its option including regular employees who would otherwise be ineligible under Section 11.6 (a), (d), and temporaries.

11.6.2 At no time shall the qualifications for any particular vacancy be designed to fit any one particular individual, and in all cases, qualifications and job requirements shall be established prior to declaration of the vacancy.

11.7 It is understood and agreed that in all cases of transfer and promotion, consideration shall be given to knowledge, training, ability, skill, performance, adaptability, safety, and attendance record. When qualifications are relatively equal, seniority shall govern.

11.7.1 The parties recognize that conditions will occur when certain employees or groups of employees should have priority in filling vacancies, and they shall occur in the following order:

#### **BEFORE/AFTER POSTING**

1. Returning from Union Business Leave in accordance with Section 19.8.
2. Employees who have recovered from their disability in accordance with Section 11.11.2.
3. Leave of Absence in excess of thirty (30) days in accordance with Section 19.5.1.

#### **AFTER BEING POSTED**

4. Disabled employees who are unable to perform their present job in accordance with Section 11.8.
5. Affected class members in accordance with Section 11.8 and employees on a leave of absence per Sections 19.5.2 and 11.10.3.

6. All regular employees who submit a bid and regular employees laid off who are on the recall list.
7. All temporary employees who submit a bid, employees within their probationary period, and all other ineligible bidders.
8. Other bidders, i.e., system transfer requests, self-interest candidates, Buried Service Wire candidates, external applicants, and management bidders.

It shall be a bidding employee's responsibility to specify his/her priority status on the bid application.

11.8 It is agreed that in any case of transfer or promotion, where a current underutilization study under the Company's Affirmative Action Plan indicates a deficiency, affected class members whose ability and qualifications are sufficient shall be given priority in order to correct such underutilization. It is also agreed that disabled employees who are unable to perform their present jobs and whose ability and qualifications are sufficient to perform the duties of a posted job vacancy shall be given priority.

11.9 When an employee accepts a placement as provided for in this Article, there will be no obligation on the part of the Company to reimburse travel or moving expenses.

11.10 Failed Bidder: When an employee successfully bids into a position for which he/she has no previous experience, the employee shall be given a reasonable break-in period.

- a) If, after the break-in period, the employee is not performing the job satisfactorily, fails to successfully complete required training, when provided, or is displaced as a result of a grievance/arbitration settlement, he/she shall be assigned to a vacancy in his/her prior job; or
- b) if such vacancy does not exist, he/she will be assigned to any vacancy for a previously held job within the same wage group as the prior job for which the employee is currently qualified to perform; or
- c) if no such placement occurs, the employee may be assigned to any temporary job for up to thirty (30) days.
  - 1) If the employee has not been placed within the thirty (30) day period, the employee shall be returned to the wage step of the wage group and position held prior to the bid.
  - 2) If such placement causes the displacement of another employee, the displaced employee will be returned to his/her former job.

11.10.1 Wages will remain unchanged until the employee has obtained a regular position. At the time such position is obtained, wages will be adjusted in accordance with Section 33.5.

11.10.2 At any time, the employee may also exercise his/her regular bidding rights for all other positions. However, the time-in-grade requirement per Section 11.6 a) must be re-satisfied before an employee can bid again to a position in which he/she has been identified as a failed bidder, except for those displaced as a result of a grievance/arbitration decision.

11.10.3 As a result of technological change, employees may be required to complete formal training to meet the basic requirements of their positions. An employee unable to successfully complete such training, when provided, will be given priority 5 bidding rights. If a job is not secured within sixty (60) days, the employee will be given a four (4) month leave of absence while retaining priority 5 bidding. At the end of the leave the employee will be released from duty, without severance, and placed on recall. The Company and the Union, upon request of either party, agree to meet for discussion prior to or following the issuance of the priority 5 bidding rights. During the sixty (60) day period, the employee may be assigned to any position, take vacation, or volunteer for time off without pay for all or a portion of this time.

11.11 Partially disabled employees are defined as those employees who can work but who have physical or mental impairments which restrict the type and/or amount of their job activities. An employee whose partial disability is expected to last more than three (3) months who cannot be accommodated in his/her current job will be placed in light duty jobs which he/she is able to perform up to three (3) months, if available.

11.11.1 The employee will be required to make a permanent job change by the end of the three (3) month light duty assignment. If no permanent job change has been achieved, the employee may be placed in another temporary job, if applicable, or offered a leave of absence. If no permanent placement has occurred by the end of the leave of absence, the employee will be terminated and placed on the recall list after the situation is reviewed with Human Resources.

11.11.2 During the three (3) months of light duty assignment the employee will be compensated at his/her last rate of pay regardless of permanent or temporary job classification. At the end of the three (3) months, the employee's wage rate will be adjusted in accordance with Section 33.5. When it is determined by medical opinion that an employee is no longer disabled, the employee shall be permitted to return to his/her original job classification in accordance with Section 11.7.1(2). The employee's wage rate will be adjusted in accordance with 33.8.

11.12 Management employees may return to the bargaining unit by bidding on posted vacancies. When bidding, the management person will be credited, for bidding purposes, any previous CWA 7670 seniority accrued prior to being awarded a management position.

11.13 Employees who are temporarily assigned to a different classification for one (1) continuous week may request to, and if requested the Company will, have evidence of such assignment placed in local personnel records and the permanent employee file.

## ARTICLE 12 WORK RELOCATION

12.1 The Company shall determine when conditions require a Work Relocation (defined as a lateral transfer in the same classification and status to another location to maintain employment).

12.2 Work Relocation Within Thirty-Five (35) Miles. A work relocation will be offered to employees in the classification and status in the surplus workgroup and location provided they have the basic knowledge and skill to perform the duties of the available job.

12.2.1 If sufficient volunteers are not available by order of seniority, the Company will transfer such employee(s) in order of reverse seniority.

12.2.2 When a qualified employee is identified as surplus and refuses the work relocation to maintain continuity of employment, such employee will be considered by the Company to have voluntarily resigned.

12.2.3 When the least senior employee(s) in the same classification and status in the surplus workgroup and location is identified as surplus and lacks the basic knowledge and skills to perform the duties of the available job, the surplus condition shall require a reduction in force of such employee(s).

12.3 Work Relocation Beyond Thirty- Five (35) Miles. A work relocation may be offered to qualified employees in the same classification and status in the surplus workgroup and location on a voluntary basis provided they have the basic knowledge and skill to perform the duties of the available job.

12.3.1 If sufficient qualified volunteers are not available by order of seniority, the surplus condition shall require a reduction in force of the least senior employee(s) of the same classification and status in the surplus workgroup and location.

12.4 When an employee, who is initially excluded from work relocation because of his/her lack of basic knowledge and skills to perform the duties of the available job, requests the opportunity to volunteer and the exploration of additional assessment techniques would assist in the overall evaluation of an employee's qualification, the Union, supervisor, and a representative from Human Resources may discuss mutually acceptable assessment alternatives which shall be non-precedent setting. In the event such alternatives are not identified, the supervisor shall complete the evaluation based on the available information.

12.5 Notification: The Company will endeavor to notify the Union four (4) calendar weeks, but under no circumstances in less than two (2) calendar weeks, prior to any work relocation.

12.6 It is agreed that the provisions of this Article will not apply to transfers or promotions which may be made under Article 11.

## ARTICLE 13 RELOCATION ALLOWANCE

13.1 When an employee is transferred at Company request from one permanent headquarters to another during a work relocation and the new headquarters is thirty-five (35) miles away or greater, the Company will reimburse the employee for

the actual, reasonable costs in accordance with Company policy, if the employee moves his/her residence at least one (1) hour per day round trip closer to the new location within four (4) months of the date of transfer as follows:

13.1.1 Travel of employee and family to the new location (mileage, meals and lodging).

13.1.2 Moving of household goods and personal effects (packing, unpacking, cartage and appliance handling).

13.1.3 Three (3) days excused absence with pay to make necessary arrangements of personal affairs.

13.2 In every case, however, the Company will reserve the right to name the agency which will be used to move the employee's household goods and personal effects, and to prescribe the form of transportation which shall be used for the employee and family, if the Company is expected to pay such costs. The Company will not make any changes which would diminish the Relocation Allowance without the approval of the Union during the term of this Agreement.

13.3 In special circumstances, the four (4) month time limit may be extended by the appropriate Department Head/General Manager.

#### ARTICLE 14 REDUCTION IN FORCE

14.1 When the Company determines that a temporary reduction in the workweek may be required, the Company will notify the Union in writing four (4) calendar weeks in advance and will then meet immediately with the Union to discuss the method of implementation. If agreement cannot be reached during the first week following notification, the Company may proceed directly with a Reduction in Force.

14.2 When the Company determines that conditions require a Reduction in Force (defined as a reduction in the number of employees in a classification and status, in a workgroup and location), volunteers may be reclassified from full-time to part-time if such change in status would help alleviate the surplus condition. The Company will notify the Union before such volunteers are requested in order to obtain suggestions for implementation. If there are not adequate volunteers or a reduction is still required, the following Sections describe the procedures to be used.

4.3 The Company will endeavor to notify the Union four (4) calendar weeks, but under no circumstance less than two (2) calendar weeks, prior to any layoff. The Labor Relations Representative or designee will meet upon request with the Local Union President to negotiate the method of implementation and alternatives which may help alleviate the surplus condition. Should an agreement not be reached and/or the surplus condition still exist, the Company will proceed with the layoff as scheduled. The notification shall include the names, classifications, and seniority dates of the employees to be laid off. The Company shall notify the employees to be laid off no less than fourteen (14) calendar days prior to the layoff date.

14.3.1 A meeting shall be scheduled for the purpose of educating the interested affected employees of their force adjustment options. The information shall be presented by a representative from the Company and the Union and the meetings shall be scheduled by management to meet service requirements.

14.4 Employee(s) in the classification and status affected in a workgroup and location having the least seniority shall be reduced first. Such employees may exercise bump rights to claim the job of the least senior employee(s) of the other status in the same classification and workgroup.

14.5 Employee Bump: Such notified employees will also have the right to select another job by classification, workgroup, and location (hereinafter defined as bumping) subject to the following conditions:

14.5.1 The job selected is currently held by an employee who has less seniority than the notified employee and is currently held by the least senior employee in the classification, workgroup, location, and status whose job the notified employee is qualified to perform. The job selected must be in the same or lower wage group. An employee may bump into a higher classification provided he/she has previously held that classification.

14.5.2 The notified employee has the qualifications to perform the new job or can easily acquire the qualifications in accordance with Section 14.5.3.

14.5.3 Employees who have previously held the job or performed all or a substantial portion of the duties required by the position will be provided with refresher training on-the-job for up to one (1) week. Employees who have no related experience but the requirements of the job are such that they can be readily learned without formal training shall be given up to one (1) week of on-the-job training. The Company shall have the burden of proof for lack of qualifications for bumps to an employee's current classification. The employee shall have the burden of proving qualifications for other

than the employee's current classification. Employees exercising the above bumping rights who fail to satisfy job requirements after four (4) weeks on the job shall be laid off without further bumping rights. Layoff allowance shall be paid in accordance with Sections 14.10 and 14.15.

14.5.3.1 When a supervisor determines that a bump may be denied and the exploration of additional assessment techniques would assist in the overall evaluation of an employee's qualifications to bump, a panel consisting of the supervisor and representatives from the Union and Human Resources may discuss mutually acceptable assessment alternatives which shall be non-precedent setting. In the event such alternatives are not identified, the supervisor shall complete the evaluation based on the available information.

14.6 Exclusion From Bump: Should any of the top ten (10) customers demand continuity of service by a particular technician(s), whose job responsibilities are primarily dedicated to the service of such customer(s), such employee shall not be subject to being bumped a maximum of two (2) occasions during the term of this Agreement in which he/she would have been impacted. During the time any particular employee is not subject to being bumped, he/she, in turn, cannot bump. Upon such customer demand, the Union will be provided a list identifying the customer and technician(s), and such list shall be modified as changes occur. This provision shall apply to no more than six (6) technicians in the bargaining unit at any one time.

14.7 Notified employees must exercise their bumping rights during the fourteen (14) calendar days prior to the effective date of the layoff and are limited to submitting one (1) bump request at a time. Supervisors must respond promptly to all bump requests to insure that employees have ample opportunity to exercise their bumping rights during the fourteen (14) calendar day period.

14.8 Employees who are bumped and in turn issued layoff letters shall be afforded the same rights as the employees who were initially affected by the layoff. A bumped employee will be issued a layoff letter only at such time as a surplus condition exists in that workgroup.

14.9 Employees laid off will be paid for entitled vacation benefits in accordance with Section 21.18.

14.10 Employees who bump shall be given a four (4) week period to satisfy the job requirements. During the four (4) week period, job performance will be evaluated. When mutually agreed between the Union and Company, the four (4) week period may be extended. Employees who fail to satisfy job requirements after the designated period shall be laid off without further bumping rights and shall be placed on recall with layoff allowance paid in accordance with Section 14.15. Employees who were subsequently bumped shall be returned to their jobs.

14.11 A recall list comprised of regular employees laid off will be established by the Company. Employees laid off will remain on the recall list for one (1) year and may change desired geographic locations in the bargaining unit on their recall form at any time. The recall form should list the classification and location held at the time of layoff and other positions and classifications previously held for which the laid off employee is presently qualified to perform. An employee may waive his/her recall rights by indicating such on his/her recall form. Such waiver must be signed by the employee and may not be rescinded.

14.11.1 While on recall, the Company must be kept informed of the current mailing address at which the laid off employee can be reached. Re-employment shall be offered in person or by certified mail addressed to the latest address provided to the Company. When an offer of re-employment has been made, the Company shall be advised of acceptance or refusal within five (5) calendar days of the date of delivery of the offer of re-employment. If accepted, the former employee shall report for duty at the designated work location as soon as mutually agreed but in no case later than seven (7) calendar days (fifteen [15] calendar days if currently employed) from the receipt of notification of the offer. If these time frames are not met, all rights under this Article shall be forfeited and the Company shall rescind the offer of re-employment unless the specified time frames were changed in advance by mutual agreement.

14.11.2 When an employee on the recall list refuses a job offer within thirty-five (35) miles of the previous work location, and the job is in the same status (i.e., regular full-time, regular part-time, seasonal) and in the same or one wage group lower than the job held at the time of layoff, layoff allowance will cease and the employee will no longer be recalled to future openings as specified in Section 14.11.

14.12 By calling a toll free telephone number, information regarding posted vacancies shall be accessible to employees on recall who wish to submit bids for all positions available.

14.13 Regular employees laid off and recalled to a temporary position shall retain their regular employee status on the recall list but shall be considered as temporary for all other purposes except such employees shall receive medical insurance benefits, be eligible for holidays other than personal holidays, and funeral pay.

14.14 Regular employees who are laid off shall continue to receive their medical insurance benefits for a ninety (90) day period.

14.15 Regular employees who have been continuously working for the Company for two (2) full years or more and who are laid off and cease performing any work for the Company will receive layoff allowance. The layoff allowance will be equal to the employee's current basic wage rate and will be paid on a bi-weekly basis or in a lump sum payment if offered at the Company's sole discretion. The period of time covered by the bi-weekly payment of layoff allowance will not be benefit bearing for pension purposes, or any other purpose, meaning that the period covered by such payments will not count as pension service and the payment will not count as pensionable compensation (monthly compensation). The layoff allowance will be two (2) weeks' pay for each full year of accredited service to a maximum of thirty-six (36) weeks' pay in total. All payment will cease upon recall, refusal of recall in accordance with Section 14.11.2, or re-employment with the Company or another Frontier Company. Unless eligible for deferred vested or service pension, the above mentioned layoff allowance will constitute the total Company benefit or obligation to employees who are laid off.

14.15.1 Whenever an employee who has received layoff allowance is subsequently recalled or re-employed and is again laid off, the layoff allowance will be computed on the basis of total accredited service less payments previously received.

14.15.2 Only one layoff allowance per original surplus shall be paid. Per Section 14.10 the amount equivalent to the four (4) week period and extension, if applicable, shall be subtracted from the failed employee's layoff allowance and such employee shall be placed on recall.

14.15.3 If a former employee, who has received a lump sum layoff allowance, is re-employed or recalled and the number of weeks since the effective date of leaving is less than the number of weeks' pay upon which the layoff allowance was based, 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 re-employment or through payroll deduction each payroll period at the same rate of at least ten percent (10%) per week of the employee's basic weekly wage rate until the amount is fully paid. If a former employee who has been laid off and given a lump sum layoff allowance is subsequently recalled or re-employed and again laid off, the layoff allowance in the case of the subsequent layoff shall be computed on the basis of the employee's accredited service; however, such allowance will be reduced by any portion used in a prior layoff and any portion for which the Company has not been reimbursed.

14.16 None of the provisions of this Article shall apply to new employees in the probationary period or to temporary employees.

## ARTICLE 15 TECHNOLOGICAL CHANGE

15.1 The Company and the Union recognize that technological changes in equipment or methods of operation have a tendency to affect job security and the nature of the work to be performed. The parties, therefore, will attempt to diminish or abolish the detrimental effects of any such technological change by creating a joint committee to be known as the Technology Change Committee to oversee problems and recommend solutions of problems in this area. "Technological Change" shall be defined as a change in 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 customers. "Technological Change" shall not include layoffs caused by business conditions, variations in customers' requirements, or temporary or seasonal interruptions of work.

15.2 Technology Change Committee: It is agreed that the Technology Change Committee will be constituted as follows: Such Committee will consist of not more than three (3) representatives of the Company and not more than three (3) representatives of the Union. Such Committee may be convened at the option of either party at mutually agreeable times.

15.3 The purpose of the Committee is to provide for discussion, analysis, and the recommendations regarding technological changes which may affect employees represented by the Union. Such technological changes may include, but are not limited to, changes in equipment or methods of operations.

15.4 Topics appropriate for discussion by the Technology Change Committee will include:

15.4.1 How job vacancies in classifications impacted by the change will be filled in a designated period prior to the effective date of the change.

15.4.2 Placement opportunities for employees affected by the change.



15.4.3 The feasibility of providing training to employees who need to acquire new skills in order to obtain placement due to technological change.

15.5 The Committee shall not formulate policy or arrive at binding decisions or agreements, but rather shall be responsible for developing facts and recommendations so that the Company can make well-informed decisions regarding the matters covered in this Agreement.

**ARTICLE 16  
TRAVEL TIME - TRAVEL EXPENSE**

16.1 The following definitions are to be used to determine per diem and travel expense usage:

16.1.1 Per diem is based on the one-way highway distance by direct and reasonable route between the employee's permanent headquarters and temporary headquarters. Only one (1) per diem shall be paid for any twenty-four (24) hour period beginning at 12:00 a.m.

Per diem is a flat daily allowance paid in lieu of:

- a) transportation
- b) mileage
- c) meals
- d) lodging (when over 60 miles)
- e) paid travel time

Per diem applies when:

- a) The temporary assignment is over eleven (11) miles one way; and
- b) The employee and supervisor mutually agree on the use of the employee's personal vehicle; and
- c) The employee is assigned to report directly to a location other than his/her permanent headquarters.

<u>Distance of Temporary Location From Permanent Headquarters</u>	<u>Per Diem Allowance</u>
11 through 20.9 miles	\$10.00/day
21 through 40.9 miles	\$25.00/day
*41 through 59.9 miles	\$40.00/day
60 and over	\$55.00/day

\*Management may approve expense allowance plus lodging in lieu of per diem on assignments of 41 - 59.9 one-way miles driven.

16.1.2 Permanent headquarters is the street address and city of the employee's regular reporting location. Each regular employee will be assigned a permanent headquarters.

16.1.3 Temporary headquarters is the location where the employee may be temporarily required to report to work.

16.1.4 Transportation is a Company provided vehicle or Company paid commercial travel.

16.1.5 Mileage is reimbursement for use of employee's personal vehicle. When it is mutually agreed by the employee and supervisor that the employee's personal vehicle will be used for Company business, such authorized use of the vehicle for on-job situations will be reimbursed at the IRS standard mileage rate.

16.1.6 Meals are reimbursement for actual cost of meals that are reasonable and customary for that time of day. Employees who incur meal expenses in lieu of per diem may be required to provide receipts for meals as a condition of payment.

16.1.7 Lodging is reimbursement for the reasonable cost of a Company designated hotel/motel at the temporary assigned location. Employees who incur lodging expenses in lieu of per diem may be required to provide receipts for lodging as a condition of payment, unless the Company makes arrangements to be direct billed.

16.1.8 **Expense allowance** is to cover the daily cost of meals and any other incidental expenses incurred. The daily expense allowance shall be \$50.00.

16.1.9 Out-of-pocket living expenses are reasonable expenses including meals, lodging, airfare, taxi, parking, airport shuttle, etc.

16.2 On assignments from the employee's permanent headquarters to a temporary headquarters, where the employee is to be returned home each day by management, no meals, lodging, or per diem will be paid; therefore, the Company offers the employee the option of:

- a) Transportation on Company time; or
- b) Mileage when using personal vehicle on Company time.

16.3 On assignments from the employee's home to temporary headquarters UNDER 60 miles one way, employees will travel on their own time, use their own vehicle, and not be paid for meals. Employees have the option of:

- a) Per diem (over eleven [11] miles each way); or
- b) Mileage.

16.3.1 When employees are temporarily assigned to report directly from home to work at a temporary headquarters, the applicable per diem and mileage provisions will not apply if the employee's normal commuting distance (from home to permanent headquarters) is more than the actual temporary commuting distance by direct and reasonable one-way route (from home to temporary headquarters or work location) as there would be no out of pocket expenses.

16.4 On assignments from the employee's home to temporary headquarters 60 miles or OVER one way, the employee is entitled to the option of:

- a) Per diem (first to next-to-last day) and meals (last day); or
- b) Lodging and expense allowance (first to next-to-last day) and meals (last day); or
- c) Out-of-pocket living expenses only if outside Frontier Northwest serving areas.

16.4.1 When the employee accepts option b) or c) above, the following is also provided:

- a) Travel on Company time and transportation (first and last day only); or
- b) Travel on Company time and mileage (first and last day only).

16.4.2 When lodging is unavailable within fifteen (15) miles of the temporary work location, the employee shall be provided transportation or mileage between his/her place of lodging and his/her temporary location.

16.4.3 Employees assigned for five (5) weeks or more to a temporary headquarters located sixty (60) miles or more one way outside the geographical area of the bargaining unit shall be provided transportation for a visit home every three (3) weeks.

16.5 Home Dispatch. On assignments when the first/last work location is UNDER 60 miles one way outside the edge of the home dispatch zone, the Company will pay either:

- a) Transportation on Company time for the distance beyond the far edge of the zone from the employee's home; or
- b) If transportation is not provided, mileage for the distance from the furthest point of the home dispatch zone from the employee's home on Company time.

16.6 On assignments when the first/last work location is OVER 60 miles one way outside the edge of the home dispatch zone, the employee is entitled to the same options indicated in Section 16.4 through sub-Section 16.4.3.

16.6.1 For per diem to be paid in accordance with Section 16.6, determine the home dispatch employee's normal commute from the employee's home to the farthest away point of the home dispatch zone. Then determine the distance from the employee's home to the first/last work location outside the home dispatch zone and calculate the difference. If the difference is over sixty (60) miles one way, then per diem shall be paid in accordance with Section 16.1.1.

16.7 Under this Article the employee may make arrangements with the supervisor for provision of cash advancement while on a temporary assignment.

## ARTICLE 17 SENIORITY

17.1 Seniority under this Agreement is the length of continuous service as an employee in the geographic area covered by the bargaining unit.

17.2 Regular employees accrue seniority rights under this Agreement governed by the most recent date of hire in the geographic area covered by the bargaining unit. Temporary employees do not accrue seniority rights; however, if a temporary employee becomes a regular employee, the employee's seniority reflects the total accumulated straight time hours paid from the most recent date of hire as stated in Section 17.1.

17.4 Seniority will continue to accrue during any leave of absence of three (3) months or less, or extended military leave from which the employee directly reports to work, or while an employee laid off is on the recall list unless specifically stated otherwise in this Agreement.

17.5 Shift assignments (except as outlined in 28.6.1.1), vacation schedules, and days off shall be determined on the basis of seniority.

17.6 CWA Local 7670 Seniority established at the time of promotion to management within the geographic jurisdiction shall be reinstated should the individual return directly to the bargaining unit from the management position.

Also, CWA Local 7670 seniority shall be reinstated for any individual who leaves the bargaining unit and returns within one year. Any retired Verizon or Frontier employee who is rehired shall be treated in all respects as a new employee.

17.7 The Company agrees to furnish the Union with a list showing seniority dates and accredited service dates for all employees covered hereunder. The list will be corrected at six (6) month intervals.

17.8 Where two (2) or more employees have the same seniority date, the employee with the earliest accredited service date shall be deemed senior. If two (2) or more employees have the same seniority and accredited service dates, the date of the application of employment, if available, will apply. If two (2) or more employees have the same seniority date, accredited service date, and application for employment date (if available), the employee with the lowest social security number (last four digits read left to right) will be deemed senior.

17.9 Normally, seniority shall be the primary factor considered by the Company when scheduling employee training for the work necessary to perform his/her job specifically related to his/her classification and location. However, since other factors may impact the Company's ability to schedule training by seniority, neither this provision nor its application will be subject to the arbitration process.

## ARTICLE 18 ACCREDITED SERVICE

18.1 Accredited service means the aggregate of the years and months of active employment in the service of the Company, its predecessors, its associated Companies affiliated with Verizon that is recognized for service purposes. Accredited service shall include all active employment for which a wage or salary was paid and any additional excused absence time or leave of absence time that has been or will be specifically approved for service credit purposes in accordance with the policy, procedures or published statements established by the Company.

18.2 Regular employees accrue accredited service under this Agreement governed by the most recent date of employment unless adjusted as a result of a break in service. Temporary employees do not accrue accredited service; however, if a temporary employee becomes a regular employee, the employee's accredited service reflects the total accumulated straight time hours from the date of hire.

18.3 Accredited service will continue to accrue during a Union leave, extended military leave, or FMLA leave from which the employee returns to active employment status immediately following the leave, unless specifically stated otherwise in this agreement.

18.4 Accredited service entitles an employee to a specific amount of vacation, service awards, short-term disability benefits, and retirement benefits.

18.5 Accredited service established at the time of layoff due to a reduction in force is reinstated if the employee is rehired directly from the recall list. Such rehired employee will also be granted accredited service for the time on the recall list upon re-employment.

18.5.1 Upon an employee's providing proof of prior service to the Company or to the Union, who will notify the Company, accredited service will be bridged for a previous employee who is rehired (except as provided for in 18.6). Such bridging will take place after the rehired employee obtains one thousand (1,000) straight time hours of continuous service from the employee's date of rehire, provided the prior service equaled or exceeded one thousand (1,000) hours in a calendar year. Said proof must be provided within 60 days of the completion of one thousand (1,000) hours referenced above or no bridging of service will be recognized. Should extenuating circumstances exist, the union and the company, by mutual agreement, may extend this 60 day period by up to 60 days.

18.6 Notwithstanding any language in this agreement or in Memoranda of Agreement to this agreement, an individual who retires from Frontier, its predecessors or its associated Companies and is then hired by Frontier shall receive no accredited service for any purpose other than that required by law.

## ARTICLE 19 ABSENCE FROM DUTY

19.1 Regular employees may be granted an unpaid leave of absence for up to six (6) months, service requirements permitting, for valid and reasonable purposes. Accredited service shall accrue as outlined in Section 18.3. Such accredited service and benefits shall not accrue during any other approved leave of absence.

19.1.1 Departmental Leave: A departmental leave is an unpaid excused absence of thirty (30) calendar days or less and does not require the completion of a Leave of Absence form. During the thirty (30) day departmental leave the employee's position will be held open, and the employee will continue to receive current benefit elections (medical, dental, and basic life).

19.1.2 Leave of Absence: A leave of absence is an unpaid absence in excess of thirty (30) days and requires completion of the Leave of Absence form in accordance with the appropriate Company procedures. A leave of absence shall be effective on the first day following the last paid day.

19.1.2.1 A leave of absence may be requested during a departmental leave provided the need for the leave is in excess of thirty (30) days and appropriate documentation is provided.

19.2 Except under unusual circumstances, no employee will be granted more than one (1) leave of absence in any calendar year. The combining of a Departmental Leave with a Leave of Absence will be considered as one (1) leave.

19.3 No leave of absence, other than military or Union business, will ordinarily be granted to a regular employee with less than twelve (12) months continuous employment.

19.4 No absence shall be authorized for the purpose of pursuing another vocation or accepting gainful employment while on a leave of absence, with the exception of approved military leave, Union business leave, or on a leave per Section 11.10.3. Any employee who violates this provision automatically terminates his/her employment. No leave may be granted without assurance from the employee that he or she definitely intends to return.

19.5 An employee desiring to be reinstated from a leave of absence shall give the immediate supervisor at least two (2) weeks' advance notice of the date such reinstatement is desired. If an employee fails to report for work on the planned and approved "date of return," his/her employment will be automatically terminated. Under extenuating circumstances an

employee may apply for an extension of a leave of absence within the established two (2) week return period provided the employee's leave was for less than six (6) months.

19.5.1 An employee granted a leave of absence shall be entitled to return to the position previously held at the time the leave commenced, or to a position of like pay and status within thirty-five (35) miles of the regular work location from which the leave commenced, unless the Company's circumstances have so changed that such reinstatement cannot be accommodated, in which case the employee shall be reinstated in any other position which is vacant and for which the employee is qualified. If at the expiration of the leave of absence, no job vacancy exists for which the employee is qualified, his/her employment will be terminated.

19.5.2 An employee who is on a personal leave of absence for his/her own medical condition may request, at the end of a leave and prior to separation, a priority 5 bid letter, which will be in effect until such time as the employee qualifies for Long-term Disability, the disability ends, or the employee retires. These priority 5 bidding rights shall not exceed two (2) years.

19.6 Medical insurance is available at the same premium rate as for active regular employees for thirty (30) days beyond the last day paid. Benefit coverage beyond thirty (30) days will be made available through COBRA as outlined on the Leave of Absence form.

19.7 Personal Leave: Personal leaves may include, but are not limited to, absence for medical reasons not covered by FMLA and personal business. Employees may be required to take unused vacation prior to such leave. Reinstatement shall be in accordance with Sections 19.5 and 19.5.1.

19.7.1 Employees with at least ninety (90) days of service or temporary employees hired for more than six (6) months will be entitled to unpaid leave for up to three (3) months to care for a newborn child, or adopted child under the age of six (6), or a child under eighteen (18) who has a terminal health condition.

19.8 Union Business Leave: A regular employee will be granted one (1) leave of absence per year upon request for full-time Union employment beyond thirty (30) days. A Union business leave will be granted for up to four (4) years' duration, during which time credit towards accredited service and seniority will accrue. The term of the leave, without extension of accredited service and seniority, may be extended by mutual agreement. An employee who elects to return to the Company at the end of a Union business leave shall be returned to the employee's former job and location. The rate of pay upon returning shall be determined as if continuously in the job. In the event the employee's position has been eliminated, Article 14 shall apply.

19.8.1 Up to two (2) regular employees may be on Union business leave at any time to perform Union duties for Local 7670.

19.8.2 When the business of the Local requires unpaid time off for Local officers and/or designated Union representatives of less than thirty (30) days, no leave of absence shall be required. Schedules will be submitted to the Company for approval. With adequate notice given, such request shall be granted provided such time off will not impair the orderly scheduling of work or the operation of the Company. Such unpaid time off shall count as time worked but shall not count toward the calculation of overtime. Employees granted unpaid time off for Union activities shall be treated as any other employee when overtime is required.

19.8.3 Should either the Company or the Union encounter unforeseen circumstances that create a need to modify a pre-planned unpaid absence, a timely discussion shall be initiated to cooperatively attempt to address both parties' scheduling needs.

19.8.4 The Company agrees to pay the wages for up to two (2) Company employees of the Union Negotiating Committee during actual contract negotiations. Such paid time shall be at the basic straight time wages for a maximum of 8 hours per day for up to fifteen (15) days.

19.9 Military Leave: Military leaves of absence will be granted to regular employees of the Company entering military services of the United States under any law which is now in effect or may in the future be enacted by the United States.

19.9.1 In conformity with the terms of the Statutes pertaining to the restoration of a veteran to the employee's former employment, employees who are granted military leaves of absence will be reinstated in their former positions of like seniority, status and pay. Full recognition of wage progression and for all other purposes will be given to the military leave of absence in the same manner that the period of time would be recognized had the employee remained continuously in the position he/she held at the beginning of his/her leave of absence.

19.9.2 A person transferred to a position formerly held by an employee who is on a military leave of absence will be considered as a temporary occupant of such position and may be transferred back to his/her former or to an equivalent position when the employee for whom he/she is substituting returns from his/her military leave of absence. A person who is newly employed to fill a vacancy which resulted directly or indirectly from the absence of an employee on a military leave of absence may have his/her employment with the Company terminated, unless there is other need for his/her services, when such employee returns from his/her military leave of absence.

19.10 Military Reserve Training: If a regular employee is a member of the National Guard, Air National Guard, or a reserve component and is subject to annual training duty, the employee will be paid as follows:

- a) Employees who receive military pay will be paid the difference between the employee's total military pay, minus documented expense allowances, and the Company base pay (if the latter is greater). In no event shall said pay cover any more than two (2) weeks in a given calendar year in which the employee performs such training duty.
- b) Employees who do not receive military pay will be paid a maximum of two (2) weeks' pay by the Company in any one calendar year.

19.10.1 Employees should request training leave well in advance to avoid work schedule conflicts. An employee, to be eligible for payment as provided above, shall in writing request time off for annual training duty and at the conclusion thereof, furnish the Company written evidence of the amount of military pay received.

19.11 Funeral Pay: A regular employee shall be paid at the basic hourly rate for a period not to exceed three (3) scheduled working days for a death in his/her immediate family.

19.11.1 A regular employee may request up to three (3) additional days off without pay or use his/her earned and unused personal holidays or vacation for such time. Management will make reasonable effort to accommodate such request. The three (3) days off without pay will not count against the employee's attendance or occurrence rates.

19.11.2 An employee with less than six (6) months of service will be excused for up to three (3) days without pay, and such time will not count against his/her attendance or occurrence rates. Such employee may use unused personal holidays if available.

19.11.3 Immediate family shall be understood to mean children, step-children, parents, step-parents, brothers and sisters (including half, adopted, and step), grandparents, aunts and uncles, great-grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, nieces and nephews, foster children and wards of the court; spouse, spouse's parents, spouse's siblings (including half, adopted, and step); spouse's grandparents, or anyone who lives in the immediate household as a member of the family. Time off for death in the family need not be consecutive days, but such time off must normally be taken within 10 days after death.

19.12 Jury and Witness Duty: A regular employee who is called and serves on a jury or is subpoenaed as a witness in a County, State, or Federal Court will be paid at the employee's basic rate for the time lost from work except if the employee is a defendant, plaintiff, or other party to the proceedings.

19.12.1 The employee must notify the immediate supervisor as soon as he/she has been notified of jury or witness duty in order for the Company to make necessary arrangements to meet the needs of service.

19.12.2 If the employee is temporarily excused from court attendance, the employee must return to work during his/her regularly scheduled hours.

19.12.3 An employee working a night shift who is required to report for more than four (4) hours of jury or witness duty will be excused from attendance and will be compensated as provided above.

19.12.4 Time paid for in accordance with this Section shall be considered as time worked.

**ARTICLE 20  
HOLIDAYS**

20.1 Designated Holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

20.1.1 Employees shall be entitled to designated holidays after completion of one (1) month of employment.

20.2 Personal Holidays: Seven (7) personal holidays. Employees are eligible for personal holidays after completion of ninety (90) days of employment.

20.2.1 Management may allow an employee hired after June 1 of each year to take any or all of the personal holidays prior to his/her eligibility date. If the employee is released from employment within ninety (90) days, the Company may deduct from the employee's final paycheck all personal holidays paid.

20.2.2 Employees hired after August 1 of each year shall be entitled to three (3) personal holidays in the year of hire.

20.2.3 An employee may take one (1) personal holiday in increments of four (4) hours. All remaining personal holidays may be taken in increments of two (2) or four (4) hours if approved by the employee's supervisor.

20.2.4 Personal holidays may be taken on any day of the year, with supervisory approval, provided the employee gives his/her supervisor at least ten (10) working days' notice prior to the date the employee elects. The ten (10) day notice period may be waived at supervisory discretion. Preferences in the selection of personal holidays shall be on the basis of seniority, service requirements permitting.

20.2.4.1 For employees working a weekly shift, personal holidays may be taken with supervisory approval provided the employee gives his/her supervisor at least four (4) working days' notice. The four (4) day notice may be waived at supervisory discretion.

20.2.5 An employee who has a scheduled personal holiday and the Company requires the employee to work on such scheduled personal holiday will receive, in addition to his/her personal holiday pay, time and one-half the basic rate for hours worked. Any employee who is required to work on a scheduled personal holiday would not receive another personal holiday.

20.3 If the employee has not selected a personal holiday by October 1, the supervisor will designate the day(s)/hours of remaining increment(s) to be taken.

20.4 When a holiday falls in the employee's vacation period, the employee will be given another vacation day off.

20.5 Any eligible employee who is scheduled to work the holiday and is absent unexcused shall receive no payment for the holiday. Holiday pay will not be allowed to eligible employees who are absent unexcused the preceding or succeeding workday.

20.6 Each eligible regular employee not scheduled to work on a holiday will receive pay for eight (8) hours at the base rate for each of the above holidays, regardless of whether or not such holiday falls within the employee's normal scheduled workweek. When such holiday falls on an employee's day off, such time off shall normally precede or follow the holiday.

20.7 Eligible employees who work on designated holidays will receive time and one-half at the basic rate for hours worked plus eight (8) hours' holiday pay. Any employee who works a holiday will not receive another day off.

20.8 When any of the holidays falls on a Sunday, the Monday following shall be observed as the holiday for employees who are scheduled a workweek of Monday through Friday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday for all employees who are scheduled a workweek of Monday through Friday.

20.9 If the last scheduled workday preceding a holiday and the first scheduled workday following a holiday are taken as absent sick, the holiday will also be considered an absent sick day. Compensation, if any, shall be as determined in Article 22, Short-term Disability.

## ARTICLE 21 VACATIONS

21.1 Regular employees covered by this Agreement shall be entitled to vacation credit at the base rate for the hours shown as hereinafter provided.

21.2 For vacation purposes only, all regular employees will have a vacation eligibility date of January 1 of their accredited service year. Newly hired/rehired employees shall be eligible for vacation per Sections 21.3 and 21.4.

21.3 A regular employee newly hired/rehired at any time during the year will be eligible for ten (10) normal workdays of vacation after January 1 following his/her date of employment and after completion of his/her probationary period.

21.4 A regular employee will be entitled to vacation as follows:

<u>Accredited Service Year</u>	<u>Vacation Allowance</u>
2 <sup>nd</sup> year through 4 <sup>th</sup> year	2 weeks (80 hours)
5 <sup>th</sup> year through 14 <sup>th</sup> year	3 weeks (120 hours)
15 <sup>th</sup> year through 24 <sup>th</sup> year	4 weeks (160 hours)
25 <sup>th</sup> year and each year Thereafter	5 weeks (200 hours)

A regular employee hired after December 31, 2012 will be entitled to vacation as follows:

<u>Accredited Service Year</u>	<u>Vacation Allowance</u>
2 <sup>nd</sup> year through 4 <sup>th</sup> year	2 weeks (80 hours)
5 <sup>th</sup> year through 14 <sup>th</sup> year	3 weeks (120 hours)
15 <sup>th</sup> year and each year Thereafter	4 weeks (160 hours)

21.5 Vacation schedules will be prepared so as to meet the requirements of the service and convenience of the employees. The schedules shall be prepared in such a manner as to permit a maximum number of vacations during the more desirable vacation season.

21.5.1 Vacation schedules will be available for employees' selection by January 2<sup>nd</sup> of the year in which the vacation is to be taken, and employees will select their vacations from said schedules by January 31<sup>st</sup> of said year.

21.5.1.1. Workgroups with more than forty-five (45) employees shall select between October 1 and October 25 of the preceding year any desired vacation for January and February of the following year. By September 25, available vacation weeks will be posted on the bulletin board. Employees wishing to take vacation in January and February shall make their selection on such posted notice no later than October 25. Approval of vacation will be based on seniority. During the initial vacation selection process (January 2-31), a minimum of an additional fifteen percent (15%) of the total entitlement time will be available during the scheduling process for the calendar year.

21.5.2 Employees shall be given an equal amount of time to choose their vacation based on seniority. Employees who choose not to select vacation during their allotted time shall waive their initial selection rights for the unscheduled vacation time and shall choose such time subject to the prior selection by other employees. No employee shall be required to carry over vacation time to the succeeding year.



21.5.3 Post Vacation Selection: When full week(s) of vacation are available after initial selections have been completed, such full week(s) shall be posted for a period of not less than three (3) working days.

21.6 Vacations must be taken within the calendar year in which the employee has become entitled, except as provided in Sections 21.15, 21.16, and 21.17. Employees will be permitted to select the vacation period at any time during the calendar year, service requirements permitting, on the basis of seniority.

21.7 An employee will be permitted to split vacation into units of weeks.

21.8 Employees with two weeks vacation eligibility may, with prior approval of their supervisor, take one (1) week of vacation in increments of one (1) or more full days at a time, and employees with over two weeks' vacation may take two (2) weeks of vacation in increments of one (1) or more full days at a time.

21.9 In the selection of vacations, week vacations shall have preference over day-at-a-time vacation and personal holidays.

21.10 Whenever possible, day-at-a-time vacation should be chosen along with vacation weeks. If an employee does not choose vacation days/weeks to be taken when the employee initially chooses vacation days/weeks, approval for subsequent requests shall be subject to prior selection by other employees and supervisory approval. The employee will give at least ten (10) working days' notice to the supervisor for the day or days he/she desires to take as vacation days. Such time limit may be waived by supervisory approval.

21.11 If the employee has not selected vacation day(s) by October 1st of each calendar year, the supervisor will designate the day or days to be taken.

21.12 If an employee has chosen a vacation day(s) and later decides to cancel, the employee must notify the supervisor ten (10) working days prior to that day. If the minimum notification is not met, the employee may be required to take the day(s) selected, at the option of the supervisor. When service requirements dictate, the Company may ask the employee to reschedule vacation.

21.13 Previously scheduled vacations of employees opting to use rights under Articles 12 and 14 will be honored for the remainder of the calendar year. Employees utilizing Article 11 rights may be required to reschedule untaken vacation subject to prior selection by other employees and service requirements.

21.14 Employees who are eligible for vacation shall take at least two (2) weeks of the current year's vacation.

21.15 Vacation Cash Out: Employees who are entitled to three (3) weeks or more vacation may receive straight-time basic pay excluding differentials in lieu of taking up to two (2) weeks of the current year's vacation. Cash out vacation must be mutually agreed by the employee and the supervisor based upon consistency with Company work and service requirements. Should the employee and the supervisor not be able to agree, the issue shall be referred to the Union and the Human Resources department for final disposition. Such pay may require a minimum of thirty (30) days' notice to the supervisor and shall be included in a regular paycheck. Such vacation pay shall not count toward the regular workweek.

21.16 Vacation Upon Termination: All employees leaving the employment of the Company, or being laid off, shall be paid for all entitled vacation not taken, which includes any unused banked and/or carry forward vacation. Employees electing to retire may choose to take unused vacation prior to retirement. An employee facing layoff under Article 14 may not schedule vacation beyond the planned layoff date.

21.16.1 Employees who resign without giving at least two (2) weeks prior notice of the resignation day shall be paid for unused vacation on a prorated basis.

21.16.2 Employees discharged for reasons other than attendance and job performance will be considered to have forfeited all rights and claims to vacation pay consideration.

21.17 If an employee requests and is granted vacation which he/she did not have available, the Company may deduct from the employee's paycheck all vacation time paid which the employee was not entitled to in eight (8) hour increments per pay period.

**ARTICLE 22**  
**SHORT-TERM DISABILITY**

22.1 Employees who apply for short-term disability pay and whose applications are approved by the Company will be paid for workdays absent based on the provisions of Section 22.2 and subject to restrictions and requirements provided in this Article. Employees will not be eligible for short-term disability pay under the following circumstances:

- 1) Injury/Illness when covered by Workers Compensation or other laws.
- 2) Elective surgery deemed not to be medically necessary.

22.1.1 Notification: An employee who is unable to work as a result of personal illness, or accident not covered by Workers Compensation must notify his/her supervisor or designee prior to, or at the start of, the shift on each day of absence unless other arrangements have been approved. An employee who fails to notify his/her supervisor or designee may be considered to be unexcused and subject to disciplinary action, and shall forfeit short-term disability benefits in increments of one (1) hour (any portion of an hour constitutes a full hour) prior to the time of notification. However, the supervisor or designee may waive the notification requirement when it is determined that circumstances were such that notification was not practical.

22.2 Short-term disability payments and waiting days for regular full time employees for injuries/illnesses shall be based on the following schedule:

New Hire eligibility Waiting Period – 1 year

Benefit Duration: 180 Days	
Day 1-30	100%
Day 31-90	75%
Day 91-180	67%

Waiting Days:

Less than 1 year	– N/A
1-5 years	----- --3 days
5-10 years	----- --2 days
10-20 years	----- 1 Day
20 years or more	– 0 days

Employees shall be required to report any absence that exceeds three (3) work days to the disability vendor for consideration of Short term disability payment/FMLA benefits. Failure to report an absence timely could result in a denial or a delay of benefits.

22.2.1 Waiting Days Waived: Waiting days will be waived if any one (1) of the following conditions is met:

- a. for an employee with no absences in the previous six (6) months;
- b. if the employee is hospitalized or has outpatient surgery performed at a surgical clinic during the waiting period;
- c. for the period of time an employee is required to be present to approve treatment for a hospitalized sick child;
- d. if the only absence in the previous six (6) months was due to a Workers Compensation injury.

22.2.2 An employee may use the cash out vacation option for the purpose of regaining the monetary value that was lost caused by unpaid waiting days. If an employee breaks up a week of vacation, management may require the remaining days to be scheduled as consecutive days.

22.2.3 Eight (8) consecutive scheduled work hours absence due to illness or accident constitutes one (1) day of the applicable waiting period. For employees working a Four Day/Ten Hour schedule, ten (10) consecutive scheduled work hours shall constitute a day of waiting.

22.3 Yearly eligibility for short-term disability commences and ends on the employee's anniversary date.

22.4 Short-term Disability Benefits Restoral: An employee's short-term disability benefits will be restored when he/she has been continuously engaged in the performance of duty for thirteen (13) weeks with no absences due to illness. An employee who has exhausted short-term disability benefits and who has passed an anniversary milestone and works one (1) day will receive the difference in short-term disability benefits between the old band and the new band. However, full

restoral of short-term disability benefits will be granted only if the employee has been continuously engaged in the performance of duty for thirteen (13) weeks with no absences due to illness.

22.5 If an employee returns to work after a period of illness and the employee relapses with the same illness and is required to leave work again within a period of not more than ten (10) consecutive days, the two (2) periods of absence shall be considered as constituting one (1) illness and a second waiting period is waived. The ten (10) consecutive day period will be extended if the employee is required in writing by the employee's physician to return for specific life sustaining follow-up treatment such as chemotherapy, dialysis, blood transfusions. This provision applies to the employee's illness and does not include sick child.

22.6 Upon termination of employment, no payment shall be made for unused short-term disability leave.

22.7 The Company may require illness or accident to be verified by a competent physician to assist Health Services personnel and the supervisor in determining the length of time for which benefits will be paid. If benefits are to be denied, the Local Union President and/or designee shall be notified. A second opinion may be required, at supervisory discretion and Company expense. Payment of short-term disability benefits will be governed by such second opinion.

22.8 The Company retains the right to have an employee examined by a doctor selected by the Company at the Company's expense if there is a reasonable basis to believe that the employee is sick or the employee's physical or mental condition is such that the employee may cause personal harm or endanger other employees. Any examination request made to an employee must be coordinated with the Human Resources Department.

22.9 On-the-Job Injury: Absence from work because of injuries sustained in the discharge of a regular employee's duty shall be paid from the first day without any waiting period at ninety percent (90%) of the employee's basic wage, for a period not in excess of one (1) year. Said period is to commence when the claim for Workers Compensation is filed. Short-term disability benefits will not be paid in cases of illness or accident covered by Workers Compensation, and the employee shall return to the Company any amounts received from Workers Compensation.

22.10 Third-Party Compensation: If a regular employee receives compensation from a third party or government agency for lost work time for which the employee has been compensated under this Article, the employee shall reimburse the Company for all sums paid by the Company for the lost work time for which such third party or government agency has paid, up to the amount received from said third party or government agency. A regular employee who is eligible for compensation agrees to exercise reasonable efforts to collect from such third party or government agency.

22.11 Effective January 1, 2013, Long Term Disability Coverage shall be as follows:

22.11.1, Effective January 1, 2013, after 26 weeks of Short Term Disability, an employee will participate in the company sponsored Long Term Disability Program. The core coverage (50% up to \$2,083/month) will be provided at no cost to the employee and the employee will have an option to buy additional coverage.

22.11.2 Employees hired after December 31, 2012 shall have a one year eligibility waiting period

22.12 Effective January 1, 2013 Employee benefits (medical, dental and vision) will continue until the employee has been out for a total of 29 months following his/her original date of disability. The employee will be responsible for continuing to pay the employee's share of these medical programs.

22.13 A pension eligible employee on disability will continue to accrue pensionable service until the employee has been out for a total of 29 months following his/her original date of disability.

## ARTICLE 23 GROUP INSURANCE BENEFITS

23.1 The Company will provide payroll deductions for any Group Insurance Plan now or subsequently in effect for the Company's employees which has been mutually agreed to between the Company and the Union.

23.2 The selection of the insurance carrier, and the establishment of all terms and conditions relating thereto, shall be matters resting solely within the discretion of the Company. Likewise, methods of payment, accounting procedures, and administrative execution of the Plan should be matters solely within the discretion of the Company.

23.3 Group Medical Insurance: The Company provides basic hospitalization and major medical insurance with coverage available for full time employees ninety (90) days from date of hire or receipt of request to enroll, whichever is later. Effective January 1, 2019, the Company will continue to pay 82% of the monthly premium for medical coverage for the eligible regular full-time employee, and eligible dependents, who are enrolled in the Medical Insurance Plan at the time the contribution is made. Effective January 1, 2020 the Company will pay 81% of the monthly premium, and effective January 1, 2021 the Company will pay 80% of the monthly premium.

These Company subsidies are based on the Company sponsored Medical Plan(s). Any premium cost for a non-sponsored Medical Plan above and beyond the Company subsidy for the Company sponsored Medical Plan(s) will be at the employee's sole expense.

The federal government has announced plans to impose a tax on any health plans an employer offers that have a total value greater than \$10,200 for single coverage or \$27,500 for family coverage, beginning in 2018; the premium thresholds for these high value health plans may be modified from time to time by the federal government. The Company and Union agree as follows with respect to the effect of these taxes:

1. To the extent the premiums for the FTR High Option PPO Medical Plan ("the Plan") will exceed the government-mandated thresholds and the Plan will be subject to this "Cadillac Plan" tax, this Collective Bargaining Agreement between the parties will be "re-opened" for the sole purpose of negotiating modifications to the Plan necessary to ensure the premiums do not exceed the government-mandated thresholds.

Effective January 1, 2019, there shall be the following tiers for medical coverage

Employee  
Employee + Spouse  
Employee + Child  
Family No Spouse  
Family

23.3.1 Tobacco User Premium: Effective 1/1/2013 employees and/or covered spouses and domestic partners who use tobacco shall pay a supplemental tobacco user premium equal to 10% of the Medical Plan's monthly premium or premium equivalent cost of single coverage.

NOTE: The Company currently sponsors a tobacco cessation program at no cost to the employee. Additional information can be found on the Frontier Benefits Center website.

Wellness Credits: Effective January 1, 2016, employees and their spouses who enroll in an Anthem medical plan offered by the Company are each eligible to receive a seventy-five dollar (\$75.00) wellness credit per calendar year (a maximum of one hundred fifty dollars (\$150.00) per calendar year). In order to be eligible for this credit the employee/employee's spouse must complete an annual physical exam, including biometric measurements.

23.3.2 Eligibility for medical benefits for dependent children of employees and domestic partners is based on the age eligibility under the Health Care Reform Act.

23.4 Group Dental Insurance: The Company provides dental benefits with coverage available for regular full time employees upon completion of ninety (90) days of accredited service or receipt of request to enroll, whichever is later. The Company contributions for the total dental insurance premium rates, as now or subsequently determined by the Company, will be 75% of the monthly premium.

23.4.1 Dependent children shall be eligible for dental benefits up to age 19 or 23 if a full time student.

23.5 The comprehensive medical plan will be as outlined in "Your Medical Benefits" summary plan description booklet. The dental plan will be as outlined in "Your Dental Benefits" summary plan description booklet.

23.6 Basic Life Insurance: The Company agrees to provide life insurance for regular full time employees upon completion of ninety (90) days of accredited service pursuant to the following schedule:

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

23.6.1 The Company agrees to provide employees who retire on or after January 1, 2013 with a service or disability pension under the Frontier Communications Pension Plan, a \$5,000 retiree life insurance benefit

23.6.2 Employees hired after December 31, 2012 shall not be eligible for retiree life insurance

#### ARTICLE 24 PENSION PLAN

24.1 Pension Plan: The Company agrees to provide a Pension Plan with provisions for normal, early and disability retirement in addition to Deferred Vested Pension Plan.

24.1.1 Employees who have thirty (30) years or more of accredited service may elect to take a service pension that is unreduced for early retirement.

24.1.2 During the life of this Agreement no change will be made in the benefits as provided for in the Frontier Communications Pension Plan without its having been agreed between the parties hereto insofar as the Plan affects employees who are covered by this Agreement.

24.1.3 The Company will not make any changes which would diminish the Group Insurance or Pension Plans without the approval of the Union during the term of this Agreement.

24.1.4 Any lump sum payment for benefits accrued after December 31, 2012 shall be based on the Pension Protection Act interest rate.

24.1.5 Any employee hired after December 31, 2012 shall not participate in any defined benefit pension plan.

24.1.6 The company shall have the ability to offer additional forms of pension payments. For example, a 50% lump sum 50% annuity.

24.1.7 The Company shall offer a one time irrevocable election for employees with less than 25 years of service to voluntarily freeze their pension benefit and opt into the 401(k) plan with a company match of 50% of the first 8% of contribution, with a five year graded vesting schedule.

#### ARTICLE 25 SAFETY COMMITTEE

25.1 Safety Committees: A bargaining unit safety Committee shall be comprised of at least one (1) member from each service area with a maximum of ten (10) total craft members. These members shall be selected by the local Vice President and President of 7670. The management participation shall be at a minimum of one and up to equal that of the craft membership participation. Meetings will generally be held via conference call and scheduled on a monthly basis.

25.2 Minutes of each meeting shall be taken by a designated member of the committee and distributed to all employees, their respective supervisors, the Regional Safety Director, and to the Union President.

25.3 The agenda of each meeting shall contain a review of the previous month's meeting minutes, track the progress of any action items, escalate any items not being addressed in a timely manner, and review any safety concerns reported to the Regional Safety Director.

#### ARTICLE 26 TOOLS, EQUIPMENT, & GLOVES

26.1 The Company will furnish to new employees all tools, equipment, and gloves necessary for the proper performance of the job. The Company will specify the quantity, kind, type, and make of all such items to be furnished. No tools, equipment, or gloves, other than those furnished by the Company, may be used unless specifically approved by the supervisor. Any such tool or equipment allowed will not be replaced by the Company or at Company expense.

26.1.1 The employee will be responsible to keep all tools, equipment, and gloves furnished by the Company in good working condition.

26.2 The Company will replace all tools, equipment, and gloves that are broken and/or worn-out through normal use and wear, except those not specified as standard by the Company.

26.3 The employee will be accountable for loss, theft, and misuse of furnished tools, equipment, and gloves. Replacement of such may be at the employee's expense.

26.4 The Company will reimburse up to \$200.00 once during the term of this agreement towards the purchase of safety shoes or rubber boots for employees who are required to wear during course of executing their daily duties. The employee must submit a receipt for reimbursement.

#### ARTICLE 27 INCLEMENT WEATHER

27.1 When employees are unable to perform their work because of inclement weather or natural disasters they will be paid and their time utilized if the supervisor deems the time may be used effectively for instructions or maintenance purposes. Regular employees who report to work, however, will be paid a minimum of two (2) hours pay whether their services are utilized or not.

27.1.1 Regular full-time employees who have worked in excess of two (2) hours during the first session of the shift will be paid for four (4) hours.

27.1.2 Regular full-time employees who have worked the first session of the shift and a portion of the second session will be paid eight (8) hours.

#### ARTICLE 28 HOURS OF WORK

28.1 The regular workweek will normally consist of forty (40) hours divided into five (5) consecutive tours of eight (8) hours each. Shift selection may be on a daily or weekly basis based on the needs of the business.

28.1.1 Split Shifts: Split workweeks and/or split shifts may be used in workgroups where such schedules are necessary to the effective operations of the business. When split shifts are utilized, such shifts will be scheduled so that not more than two (2) separate sessions constitute an eight (8) hour workday, which in no case shall have a greater spread than twelve (12) hours.

28.2 Four/Ten Shifts: By agreement between the Union and the Company, or by mutual agreement of the employee and his/her supervisor, employees will be permitted to work Four Day/Ten Hour (4/10) schedules.

28.2.1 Management may schedule 4/10's in the SRC based on the needs of the business.

28.2.2 The forty (40) hour workweek scheduled as 4/10's shall not be subject to overtime provisions until schedule hours have been exceeded. Short-term disability compensation, waiting days, jury duty, and funeral absence are based on ten (10) hours. For holidays, employees will be permitted to make up the difference between their holiday hours and their normal workday hours at the straight time rate. For vacation and day-at-a-time vacation, employees will revert to a five (5) day workweek. However, with management's approval, employees may use make-up time or partial personal holidays to make up the difference in the work schedule.

28.2.3 Workgroups and supervisors are encouraged to develop options/opportunities utilizing flexible work schedules in addition to 4/10's which would improve the Company's competitiveness and/or operating efficiencies. In developing such schedules, the Union and supervisor may mutually agree to waive premium payments in addition to overtime payments in accordance with Section 29.3.

28.3 The workweek will begin on Sunday at 12:00 a.m. and end on Saturday at 11:59 p.m. The rate of pay, including any premium, if appropriate, for such shift shall be based on the day in which the hours are actually worked.

28.3.1 The hours of operation of the SRC shall depend upon the needs of the business and can include up to a twenty-four (24) hour operation seven (7) days a week. A change in the hours of operation shall be communicated to the Union.

28.3.1.1 Days and weeks may be eliminated from time-off scheduling to meet customer demands and service objectives.

28.4 The days and hours at which employees shall begin and end their regularly scheduled shifts shall be established from time to time by the Company, keeping in mind the changing requirements of service to customers. However, each day of a weekly scheduled shift shall have the same start time.

28.5 The Company shall maintain lists showing assignment and change of shift work and shall keep these lists available for inspection at all times.

28.6 Work schedules shall be posted in advance, and in general on a three- calendar-week basis, one week in advance. In the event changes are necessary, the Company will make every effort to note in writing on posted schedules such changes, but there will be no penalty for failure to do so in the form of payment of premium, overtime, or in any other pay provisions, provided that notice of such change or schedule is otherwise properly given to the employee affected.

28.6.1 When the needs of the service necessitate the changing of the hours, the Company will endeavor to give forty-eight (48) hours' notice prior to the beginning of the shift to be changed. Unless an employee is given at least twenty-four (24) hours' notice of a change in the hours or days that the employee is scheduled to work, the employee will be permitted to work the hours or day(s) previously scheduled and any other time which the employee is required to work shall be in addition to that previously scheduled. SRC employees shall be individually informed of such changes via a revised electronic schedule highlighting the affected employee(s) name(s).

28.6.2 Should an employee select a shift for which he/she lacks the knowledge, experience, or formal training to perform the work, the Company shall immediately notify the employee and the Union of that determination. Such notice shall include the reason(s) for that determination. In such instances, the Company will seek other volunteers for the shift who possess the qualifications on the basis of seniority. In the absence of a qualified volunteer, the least senior employee possessing the competencies to perform the work may be assigned.

28.7 Employees will be permitted, with the prior knowledge and consent of their supervisor, to exchange shifts from time to time, if they so desire, provided this privilege is not abused or does not interfere with the efficiency or quality of telephone service and provided also that it does not cause any employee to work more than forty (40) hours in any one (1) week as a result of such change.

28.8 Holiday and vacation time, worked or not worked, counts toward the regular workweek. Under no circumstance shall an employee receive time and one-half (1-1/2) for time not worked.

28.9 Work performed on Sunday counts toward the regular workweek.

28.10 All meal period intermissions shall be not less than thirty (30) minutes. A meal period intermission shall not exceed sixty (60) minutes except where flexible working hours are in effect.

28.10.1 When an employee is scheduled for an on-duty meal period within his/her normal tour, the meal period shall be included as part of the employee's tour, and will be paid for as time worked.

28.11 One (1) fifteen (15) minute rest period shall be allowed in each four (4) hour session of duty. As a rest period is considered a mid-session break, no rest period shall commence prior to the end of the first hour of the employee's scheduled session, nor shall the rest period end during the last hour of his/her session, service requirements permitting. All such fifteen (15) minute rest periods shall be considered and paid for as time worked.

28.12 Employees working overtime shall be granted an additional rest period for each additional two (2) hour period, provided that no employee shall be given more than one (1) rest period in any four (4) hour session.

28.13 When the company has the need to loan employees to a different job classification within the Local Area Market (LAM) the following will apply:

28.13.1 The company will first utilize qualified volunteers based on seniority. Each subsequent request for volunteers will begin with the next senior individual to the individual who accepted the previous request. If the need cannot be filled by volunteers, the company will fill by inverse seniority.

28.13.2 When the loan assignment last for more than 3 months said assignment shall be rotated pursuant to 28.13.1

28.13.3 When there is a need for an incidental loaning of employees, management will endeavor to rotate these assignments among the qualified individuals in the Local Area Market.

## ARTICLE 29 OVERTIME HOURS

29.1 Overtime hours will be computed to the nearest quarter hour and will include:

29.1.1 Hours actually worked in excess of the normal forty (40) hour workweek for which overtime has not been paid on a daily basis.

29.1.2 Hours actually worked in excess of eight (8) hours in any one (1) day or in any one (1) shift except that overtime may be waived to accommodate a Four Day/Ten Hour work schedule.

29.1.3 Hours actually worked between 7:00 p.m. and the end of the shift on Christmas Eve Day by employees not otherwise entitled to overtime pay for those hours.

29.2 Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay. The regular rate of pay is determined by dividing the total straight time compensation received in the calendar week, plus in-charge differential by the total hours worked. In applying this Section, the only hours counted shall be hours actually worked unless stated otherwise in this Agreement, e.g., Sections 28.8 and 28.9.

29.3 If approved in advance by the supervisor, an employee may take time off during the workweek for personal business and may make up such lost time during that workweek. In such cases the overtime clause in Section 29.1.2 of this Agreement shall be considered voluntarily waived by the employee. When service demands do not allow or when mutual agreement does not exist, overtime shall be paid in accordance with Section 29.1.2.



29.4 Employees who are scheduled by management to begin a regular scheduled shift less than eight (8) hours after the ending of their last regular scheduled shift shall receive the overtime rate for the duration of such shift. This Section will not apply when the break of less than eight (8) hours is caused by the employee's shift selection by seniority.

29.5 Overtime: The Company may assign overtime, both scheduled and non-scheduled. All employees are expected to perform overtime work upon request from the Company. Under extenuating circumstances, the overtime requirement may be waived at supervisory discretion.

29.5.1 At management discretion when extenuating circumstances exist, a meal(s) may be provided or authorized at designated location(s).

29.6 Call Out: When an employee is called out to work without previous notice during hours when not on duty, a minimum of two (2) hours' pay, or one (1) hour if work is performed from the employee's home, will be paid at the overtime rate. The hours shall be computed from the time the employee leaves his/her home until he/she returns directly home after completion of the work. When such employee does not return home prior to commencement of his/her regular shift, only travel time to work will be paid.

29.6.1 The Company shall post a workgroup call out list. Employees who have indicated they are available for call out are expected to report to work when contacted. In the absence of available employee(s) through the call out process, management may accomplish the work as they deem appropriate and/or employees contacted may be assigned to work. The call out list is to be in seniority order and shall begin with the most senior person. Subsequent call outs should reflect a rotation.

29.7 Standby: When the Company has determined that standby duty is necessary, it shall be offered to employees in the responsible workgroups. If there are insufficient volunteers from the workgroup, the Company may seek other appropriate qualified employees on a voluntary basis within the serving area. When there are more volunteers than required, volunteers shall be rotated by seniority. If this process does not produce sufficient volunteers, then management may designate qualified employees to be on standby in inverse order of seniority. Management will attempt to equally distribute such designated standby assignments.

29.7.1 Standby will be used primarily to respond to the following customer service issues:

- Switch/Processor outages including remotes and hosts
- ESA/DLC outages
- Single/Multi line business outages
- Toll degradations and isolations
- Government Accounts
- Top fifteen (15) customer accounts
- Emergency services (i.e. 911, fire, police, etc.)
- Acts of God
- Public and health emergencies
- Cable outages

29.7.2 Employees on standby shall be available for work during non-duty hours and shall be paid as follows:

Scheduled Days (6 pm to 6 am)	<u>\$20.00</u>
Non-scheduled Day (6 pm to 6 am)	<u>\$25.00</u>
Weekend Only (6 pm Friday to 6 am Monday)	<u>\$50.00</u>
Full Week (including weekends)	<u>\$185.00</u>

Work performed while on standby will be paid at the overtime rate. Minimum pay shall be two (2) hours, or one (1) hour if performed from the employee's home.

29.7.3 When a workgroup(s) has an employee(s) on standby, such employee(s) will normally be called out first.

29.7.4 Employees may not be designated to be on standby for more than eighteen (18) weeks in a twelve (12) month period except in extenuating circumstances (i.e. LOA, short-term disability, etc.). No employee will be required to take standby two (2) consecutive weeks in a row.

29.8 An employee who is fatigued from working overtime which results in not having an eight (8) hour break prior to the start of his/her next regular scheduled shift, upon request, shall have the option to either reschedule the start of his/her regular scheduled shift or work a portion of his/her shift and receive pay at the base rate for hours actually worked.

29.9 Premium payments are payments in excess of the base rate of pay. In all references in this Agreement, it is agreed that not more than one (1) payment shall be paid for the same hours worked unless a clause in this Agreement specifically states that more than one (1) premium should be added to the base rate for a particular hour worked.

### ARTICLE 30 HOME DISPATCH ZONE

30.1 A home dispatch zone is a geographic location determined by management, no larger than twenty (20) miles across.

30.2 Home dispatch participants shall conduct vehicle safety checks and ensure the assigned vehicle is in proper running condition, i.e., check water, oil, tire pressure, while fueling the vehicle at the Company's expense. For the convenience of the employee, the vehicle shall be fueled at the closest authorized fueling site in route, generally during non-scheduled hours. Preventative maintenance scheduled in accordance with the Company procedures shall be arranged during working hours. Employees shall be expected to exercise good judgment in the use, storage, and care of the Company vehicle. Other than driving to and from work, the Company vehicle shall be used only for business purposes authorized by the Company.

30.3 The Company shall have the sole right to implement, continue, or discontinue home dispatch zones on an individual or group basis. When home dispatch is to be implemented, eligible individuals shall have the opportunity to participate on a voluntary basis by seniority. Each volunteer shall remain as a home dispatch participant unless thirty (30) days' notice is provided in writing to the supervisor. Should the Company opt to discontinue the home dispatch option, affected volunteers shall receive thirty (30) days' notice in writing.

30.3.1 An employee's home dispatch zone should be made known to the employee upon the offer of the home dispatch option. Home Dispatch will be offered to the workgroup in order of seniority. If the zone available for the employee is to change, thirty (30) days' written notice prior to the change shall be provided, unless mutually agreed between the employee(s) and supervisor(s).

30.3.2 If a senior employee's zone in a workgroup is deleted, such employee will still have the opportunity to participate in home dispatch if other zones exist in the workgroup.

### ARTICLE 31 SEASONAL EMPLOYEES

31.1 Regular Part-time Seasonal Employee: A seasonal employee is a regular part-time employee who is scheduled forty (40) hours per week or less for a period of less than twelve (12) months to meet seasonal service requirements. When such requirements end, the employee shall be placed on seasonal leave without bumping rights and layoff allowance or may be laid off as referenced in Section 31.22.1.

31.2 Probationary Period: The probationary period for seasonal employees shall be the completion of one (1) season and the equivalent of six (6) months (1,040 straight time hours worked).

31.3 Seniority: Seasonal employees will not accrue seniority during a seasonal leave. Seniority established for a seasonal employee is reinstated if the employee returns directly from seasonal leave which is caused by the nature of the job.

31.4 Accredited Service: Accredited service will not accrue for seasonal employees during a seasonal leave which is created by the nature of the job.

31.5 Union Dues: Seasonal employees' dues or Service Fees shall be prorated in accordance with Union Policy.

31.6 Union Business Leave: A seasonal employee may have unpaid time off for Local Union business needs as described in Section 19.8.2. Such unpaid time shall count as time worked for regular part-time prorate but shall not count toward the calculation of overtime.

31.7 Benefit Prorates: The Company will prorate benefits for seasonal employees as follows:

a) Credit for short-term disability benefits shall be paid based on a part-time equivalent workweek calculation per Section 32.10.

b) Credit for wage progression will be awarded upon completion of 1,040 hours in accordance with the wage schedules.

c) Credit for layoff allowance and Income Security Plan (ISP) will be calculated based on the number of straight time hours paid during the last twenty-six (26) pay periods as outlined in Section 32.11

31.8 Designated Holidays: Seasonal employees will be eligible for holiday pay after completion of one (1) month of service regardless of whether or not such holiday falls within the employee's normal scheduled workweek.

31.8.1 Seasonal employees who are not required to work on a holiday will receive prorated holiday benefits based on a part-time equivalent workweek as outlined in Section 32.10. Seasonal employees who are required to work on a holiday will receive holiday pay, in addition to regular pay, either on a prorated basis or for a number of hours equal to the hours worked on such holiday, whichever is greater. Holiday pay shall not exceed eight (8) hours.

31.9 Vacation Banking: Seasonal employees are not eligible for vacation banking.

31.10 Long-term Disability (LTD): a seasonal employee is ineligible for LTD.

31.11 Seasonal Leave: A seasonal employee will be placed on seasonal leave each year when his/her employment season ends. During such leave, a seasonal employee nor shall accredited service or seniority be granted for such time. A seasonal leave shall end if the employee returns to seasonal employment or one year of leave elapses, whichever occurs first.

31.12 Part-time Equivalent Workweek: See Section 32.10.

31.13 Part-time Prorate: See Section 32.11.

31.14 Recall: Seasonal vacancies will be posted for bid as any other regular vacant position. Once a seasonal vacancy is awarded, it will not be reposted from season to season unless a vacancy is created by an incumbent not returning to the job for any reason.

31.15 At the beginning of a new season, the appropriate supervisor will contact employees on seasonal leave for reinstatement to the position and reporting location held in the previous season, if available. If the position held the previous season is not available, another seasonal position may be offered. If a job offer within thirty-five (35) miles of the previous work location is refused while on seasonal leave, Article 14 provisions shall be forfeited and the individual shall be released. While on such seasonal leave, the requirements set forth in Section 14.11.1.1 shall apply and the individual shall not be entitled to any benefits (except as outlined in Section 31.7) nor shall accredited service or seniority be granted for such time.

31.15.1 Reduction in Force: If a reduction in the number of seasonal jobs occurs from season to season, employees who are on seasonal leave from the affected classification and location will be considered, and selection for the remaining positions will be based on qualifications sufficient to do the job. If qualifications are relatively equal, seniority (which is based on straight-time hours worked) will prevail.

31.15.2 An eligible seasonal employee on seasonal leave may submit bids for vacancies other than the position held at the beginning of his/her seasonal leave in accordance with Section 11.7.1(6).

31.15.3 When bidding on jobs, the time frames identified in Section 11. 6 (a), (b), and (c) do not include the seasonal leave(s) for seasonal employees created by the nature of the job.

31.16 An employee who transfers to a seasonal job must complete a one (1) year seasonal leave (created by the nature of the job) for layoff allowance, bumping, and recall rights to apply. Layoff allowance, bumping, and recall rights shall apply for newly hired seasonal employees after the completion of the probationary period described in Section 31.2 and at least two (2) seasons, then a one (1) year seasonal leave (created by the nature of the job). Such employees will be regarded as a separate status and shall not be considered laid off, for purpose of this Article, until receipt of the written notification of reduction in force.

31.16.1 When management determines that a seasonal employee's job definitely will not be required the following season, the one (1) year seasonal leave may be waived and such seasonal employee may be issued a layoff notice providing the probationary period has been completed as described in Section 31.2.

31.16.2. Seasonal employees are subject to being bumped while on seasonal leave. Such bumped employees are afforded the rights as provided in Section 14.8.

31.17 If a seasonal employee on the recall list refuses a job offer within thirty-five (35) miles of the previous work location and in the same or one wage group lower than the job held at the time of layoff, layoff allowance will cease and the employee will no longer be recalled to future openings as specified in Section 14.11.1.

31.18 Effective January 1, 2013 notwithstanding any other language in this agreement or in the Memoranda of agreement to this agreement, seasonal employees shall not be eligible for any benefits.

## ARTICLE 32 PART-TIME EMPLOYEES

32.1 Regular Part-Time Employee: is an employee who has completed his/her probationary period and has been accepted by the Company for continued employment.

32.1.1 A part-time employee is normally scheduled fewer hours than regular full-time employees. Part-time employees shall be assigned to schedules prepared by their supervisor. Part-time employees may be assigned full-time hours for periods of time based on service requirements.

32.1.2 A part-time employee may be reclassified to full-time status, with employee concurrence, when the need exists for continuous regular full-time work as determined by ongoing service requirements which are not temporary, limited, or of a peak activity nature.

32.2 Probationary Period: The probationary period consists of 1,040 straight time hours worked. During the probationary period, the Company may, at its option, demote, transfer, or dismiss such employees in accordance with Section 8.1.1. The probationary period may be extended by mutual agreement between the Company and the appropriate Union Representative.

32.3 Union Dues: Part-time employees' dues or Service Fees shall be prorated in accordance with Union Policy.

32.4 Union Business Leave: A part-time employee may have unpaid time off for Local Union business needs as described in Section 19.8.2. Such unpaid time shall count as time worked for regular part-time prorate but shall not count toward the calculation of overtime.

32.5 Accredited Service: Regular part-time employees accrue accredited service according to Article 18.

32.5.1 Frontier Communications will not adjust the employee's existing accredited service except for pension purposes until a status change to regular full-time employment occurs. Accredited service for part-time employees hired after January 1, 1995, shall be established as defined by the provisions of the pension plan.

32.6 Benefit Prorates: The Company will prorate benefits for part-time employees as follows:

a) Credit for holidays, vacation, and short-term disability benefits shall be paid based on a part-time equivalent workweek calculation per Section 32.10. Such calculation will be applied to all holidays, vacation, and short-term

disability leaves for the succeeding three (3) month period. The part-time equivalent workweek shall be adjusted at three (3) month intervals.

b) Credit for wage progression will be awarded upon completion of 1,040 hours in accordance with the wage schedules.

c) Credit for layoff allowance and Income Security Plan (ISP) will be calculated based on the number of straight time hours paid during the last twenty-six (26) pay periods as outlined in Section 32.11.

32.7 Designated Holidays: Part-time employees will be eligible for prorated holiday pay after completion of one (1) month of service regardless of whether or not such holiday falls within the employee's normal scheduled workweek.

32.8 Personal Holidays: Part-time employees will be eligible for prorated personal holidays after completion of 520 straight time hours worked.

32.8.1 Part-time employees who are not required to work on a holiday will receive prorated holiday benefits based on a part-time equivalent workweek as outlined in Section 32.15. Part-time employees who are required to work on a holiday will receive holiday pay, in addition to regular pay, either on a prorated basis or for a number of hours equal to the hours worked on such holiday, whichever is greater. Holiday pay shall not exceed eight (8) hours.

32.9 Vacation: Regular part-time employees will receive prorated vacation benefits based on a part-time equivalent workweek as outlined in Section 32.10.

32.10 Part-time Equivalent Workweek is calculated as follows:

1. Determine the employee's actual average number of straight time hours worked per month during the preceding three-month period (or for new hires, the estimated scheduled hours per month for the initial three months of employment) and divide by 3; then
2. Divide by 4.33 (average weeks in a month), and round the result to the next higher whole number; then
3. Divide by five (the number of days in a week); the result
4. Equals the hours a part-time employee is to be paid per day for each holiday, vacation, or sick day for a three-month period.

Example: Average of 68 hours per month divided by 4.33 equals 15.7; rounded to a "part-time equivalent workweek" prorate of 16 hours divided by 5 days equals 3.2 hours. This employee would be paid 3.2 hours per holiday, vacation, or sick day.

32.11 Part-time Prorate is calculated as follows:

1. Total straight time hours paid in last twenty-six (26) pay periods or season; then
2. Multiply by .003846; totals
3. The number of hours to be paid for each day of benefit.

32.12 On-the-Job Injury: Absence from work because of injuries sustained in the discharge of a regular employee's duty shall be prorated for part-time employees.

32.13 Reclassification as a Result of a Reduction in Force: Full-time employees who volunteer may be reclassified as part-time according to Section 14.2.

32.14 On Recall: When a part-time employee on the recall list refuses a job offer as described in Section 14.11.2, layoff allowance will cease, and the employee will no longer be recalled to future openings as specified in Section 14.11.1.

32.15 Effective January 1, 2013 notwithstanding any other language in this agreement or in the Memoranda of Agreement to this agreement, part time employees shall be eligible for only the following benefits:

- Education and Life Long learning
- 401(k)
- Vacation

**ARTICLE 33  
COMPENSATION**

33.1 Paydays will be bi-weekly, on Friday for the two (2) weeks ending five (5) days prior to the payday.

33.2 Employees shall be paid wage rates in accordance with the provisions of this Agreement.

33.3 New employees, at the time of hire, will normally be placed at the start rate of the applicable wage schedule. Wage credit may be awarded, however, to employees who have previous experience in the type of work for which they are employed. Such wage credit will only be given in accordance with policies and procedures adopted and uniformly applied by the Company. This credit may be given at time of hire or at the completion of a probationary period.

33.4 The progressive wage increases provided under the wage schedules will be awarded automatically to all regular employees upon completion of the periods of active employment specified in the wage schedules, provided that regular part-time employees receive credit on a prorated basis. Employees whose wage progression periods are completed at any time during the first week of a pay period will be granted an increase for the entire pay period. Employees whose wage progression periods are completed at any time during the second week of a pay period will be granted an increase at the beginning of the next pay period.

33.5 An employee whose classification has changed will receive an adjustment upward (downward if the new classification is in a lower wage group) to the nearest rate on the new schedule. Such increases shall commence on the effective date of the change in classification. With the exception of those employees who are at the maximum rate of the new classification and those employees being promoted, the next scheduled increase shall date from the date of the employee's last scheduled increase on the employee's former job classification. An increase for promoted employees shall date six (6) months from the effective date of the change in classification.

33.6 An employee bidding/bumping to a lower classification for the purpose of maintaining employment during a reduction in force shall move to his/her same wage step in the classification and wage schedule which the employee has bid/bumped.

33.7 An employee accepting demotion for the purpose of maintaining employment during a reduction in force which is the direct result of technological changes or changes in method of operation, or due to a disability which requires a permanent job change, will have his/her wage rate adjusted in accordance with Section 33.5, provided that such adjustment shall not exceed the amount of \$1.00 per hour at the time of such demotion or at any six (6) month interval thereafter.

33.8 An employee who accepts a demotion in order to maintain continuity of employment and subsequently returns to the higher classification in which she/he formerly worked successfully at the time of the force adjustment shall have his/her wage rate adjusted in accordance with Section 33.5 or shall move upward to the same step in the wage schedule held prior to the demotion, whichever produces the higher wage rate.

33.9 Employees laid off shall, if recalled within one (1) year, be paid at the same wage step held prior to recall for the period of service in that wage step.

33.10 Employees re-employed after a layoff of one (1) year or more shall be placed in the wage schedule justified by their former experience and service with the Company.

33.11 Employees required to perform work in a higher classification for one (1) full hour or more shall be paid at the rate of the higher classification for each quarter hour worked in such classification. The rate will be determined in accordance with Section 33.5 except that when such rate is less than fifty cents (50¢) per hour, the employee will receive a differential of fifty cents (50¢) per hour. This Section does not apply to cross training.

33.12 An employee who accepts a demotion during a force adjustment in order to maintain continuity of employment and subsequently, within a period of one (1) year, is required to perform work temporarily in the higher classification held at the time of the force adjustment, shall receive a differential in accordance with Section 33.11 or be paid a differential which equals the same step in the higher wage schedule held at the time of the demotion, whichever produces the higher wage rate.

33.13 In-Charge Differential: The Company may specifically appoint an employee in-charge. An employee so appointed may accept or reject such appointment, and if accepted, he/she thereby accepts the additional responsibility of assigning

and supervising the work of the employee(s) for whom he/she is responsible. An employee not appointed in-charge pursuant to this Section does not have the additional responsibility of assigning and supervising the work of other employees, except as provided in the employee's job description.

33.13.1 When a supervisor determines that it is necessary to request an employee to be in-charge one (1) hour or more or replace management for one (1) full tour or more, the following differentials will apply:

In-charge of one or more employee(s)	\$ 1.00/hour
Replacing management for one (1) tour or more	\$1.25/hour

33.14 Night Shift: A night shift premium shall be paid for regularly scheduled shifts as follows:

<u>Scheduled Hours</u> <u>Worked Between</u>	<u>Premium</u>
9:00 pm to 6:00 am	\$1.00/hour

Such payments shall not be provided to employees who have been granted a shift change at their request.

33.15 Split Shifts: Employees who work a scheduled shift with a break greater than one (1) hour, \$1.20; greater than two (2) hours, \$1.50; greater than three (3) hours, \$2.00.

33.16 Sunday Premium: Any time worked on Sunday shall be paid at the rate of one and one half (1-1/2) times the employee's base rate for each hour worked.

33.17 No premium payments or differentials shall be added to the base rate unless a clause in this Agreement specifically states that the premium or differential should be paid.

33.18 Job descriptions and the duties of any job classification may be revised or new job classifications established by the Company. New and substantially revised job descriptions or the job duties performed by an individual employee will be evaluated and properly classified. Such evaluation will be utilized to determine the proper placement of new or substantially revised job descriptions or job duties in the wage schedule and employees may be re-classified to new classifications and/or wage groups as a result of the evaluation. Wage rates will be adjusted in accordance with Section 33.5 when an upgrade or downgrade is indicated by the evaluation.

33.19 The following are the job classifications and wage groups for all employees covered by this Agreement:

**Group 1/EB**

Language Assistance – Retail Sales Consultant  
Office Clerk  
Retail Sales Consultant (Commission)

**Group 2/EC**

Reports & Records Clerk

**Group 3/ED**

Administrative Clerk  
Equipment Installer-Helper  
Fleet Attendant

**Group 4/EO**

Access Order Representative  
Service Representative

**Group 5/EE**

Analytical Assistant  
Dispatch Clerk

Equipment Assistant  
Facility Provisioning Specialist  
Staff Assistant

**Group 6/EF**  
Collector/Maintainer  
Public Access Sales Technician

**Group 7/EG**  
Line Assigner-Complex  
Storekeeper  
Support Technician II  
Switch Provisioning Specialist

**Group 8/EH**  
IGS Operator-OSP  
Structured Cabling Technician  
Support Technician I

**Group 9/EI**  
Facilities Technician  
Vehicle Maintenance Mechanic

**Group 10/EJ**  
Building Services Technician  
Special Services Technician  
Transmission and Protection Technician  
Vehicle Maintenance Technician  
Sales & Service Technician (I&R, CZT II, System Technician)  
Network Technician (Equipment Installers, Equipment Technician)  
**Construction Technician (Line Workers, Cable Splicers)**

**Group 11/EK**  
Customer Engineer – Data Applications

Any employee being transferred into a consolidated job classifications (Construction Technician; Sales & Service Technician; Network Technician) from a lower pay group shall receive an initial wage adjustment equal to 50% of the difference between their current hourly rate and corresponding hourly rate of the group they are being transferred into. Effective September 23, 2013, any employee that transferred into a higher group shall receive the appropriate hourly rate for the corresponding step within that group.

#### **General Wage Increases**

<i>Retroactive to September 23, 2018</i>	<b>2.25%</b>
<i>Effective September 22, 2019</i>	<b>2.00%</b>
<i>Effective September 20, 2020</i>	<b>2.00%</b>

*The Company agrees to pay the PRP payout in 2019 for plan year 2018. The payout will be based on performance under the PRP MOA in the 2015 CBA and will be paid out to all bargaining unit employees at 100%.*

*The Company further agrees to provide a \$500.00 Recognition Bonus to all regular full-time employees currently employed on the payout dates, expected to be on or about March 31<sup>st</sup>, 2020 and March 31, 2021. This payout will be less any authorized deductions.*



**FRONTIER COMMUNICATIONS  
WAGE SCHEDULES – CWA**

**Group 1/EB**

	9/24/2017	9/23/2018	9/22/2019	9/20/2020
START	\$9.78	\$10.00	\$10.20	\$10.40
6 MO	\$11.11	\$11.36	\$11.59	\$11.82
12 MO	\$12.09	\$12.36	\$12.61	\$12.86
18 MO	\$13.18	\$13.48	\$13.75	\$14.02
24 MO	\$14.35	\$14.67	\$14.97	\$15.27
30 MO	\$15.60	\$15.95	\$16.27	\$16.60
36 MO	\$17.12	\$17.51	\$17.86	\$18.21
42 MO	\$18.51	\$18.93	\$19.31	\$19.69
48 MO	\$20.16	\$20.61	\$21.03	\$21.45

Language Assistance – Retail Sales Consultant  
Office Clerk, Retail Sales Consultant  
(Commission)

**Group 2/EC**

	9/24/2017	9/23/2018	9/22/2019	9/20/2020
START	\$9.78	\$10.00	\$10.20	\$10.40
6 MO	\$11.71	\$11.97	\$12.21	\$12.46
12 MO	\$12.80	\$13.09	\$13.35	\$13.62
18 MO	\$13.99	\$14.30	\$14.59	\$14.88
24 MO	\$15.29	\$15.63	\$15.95	\$16.27
30 MO	\$16.71	\$17.09	\$17.43	\$17.78
36 MO	\$18.28	\$18.69	\$19.07	\$19.45
42 MO	\$20.02	\$20.47	\$20.88	\$21.30
48 MO	\$21.86	\$22.35	\$22.80	\$23.25

Reports & Records Clerk

**Group 3/ED**

	9/24/2017	9/23/2018	9/22/2019	9/20/2020
START	\$10.17	\$ 10.40	\$10.61	\$10.82
6 MO	\$12.34	\$12.62	\$12.87	\$13.13
12 MO	\$13.54	\$13.84	\$14.12	\$14.40
18 MO	\$14.81	\$15.14	\$15.45	\$15.76
24 MO	\$16.25	\$16.62	\$16.95	\$17.29
30 MO	\$17.81	\$18.21	\$18.57	\$18.95
36 MO	\$19.50	\$19.94	\$20.34	\$20.74
42 MO	\$21.41	\$21.89	\$22.33	\$22.78
48 MO	\$23.49	\$24.02	\$24.50	\$24.99

Administrative Clerk, Fleet Attendant  
Equipment Installer-Helper

**Group 4/EO**

	9/24/2017	9/23/2018	9/22/2019	9/20/2020
START	\$14.29	\$14.61	\$14.90	\$15.20
6 MO	\$15.44	\$15.79	\$16.10	\$16.43
12 MO	\$16.39	\$16.76	\$17.09	\$17.44
18 MO	\$17.54	\$17.93	\$18.29	\$18.66
24 MO	\$18.58	\$19.00	\$19.38	\$19.77
30 MO	\$19.66	\$20.10	\$20.50	\$20.91
36 MO	\$20.77	\$21.24	\$21.66	\$22.10
42 MO	\$22.03	\$22.53	\$22.98	\$23.44
48 MO	\$23.72	\$24.25	\$24.74	\$25.23

Access Order Representative  
Service Representative

**Group 5/EE**

	9/24/2017	9/23/2018	9/22/2019	9/20/2020
START	\$10.67	\$10.91	\$11.13	\$11.35
6 MO	\$13.02	\$13.31	\$13.58	\$13.85
12 MO	\$14.33	\$14.65	\$14.95	\$15.24
18 MO	\$15.76	\$16.11	\$16.44	\$16.77
24 MO	\$17.30	\$17.69	\$18.04	\$18.40
30 MO	\$18.98	\$19.41	\$19.80	\$20.19
36 MO	\$20.88	\$21.35	\$21.78	\$22.21
42 MO	\$22.90	\$23.42	\$23.88	\$24.36
48 MO	\$25.18	\$25.75	\$26.26	\$26.79

Analytical Assistant  
Dispatch Clerk  
Equipment Assistant  
Facility Provisioning Specialist  
Staff Assistant

**Group 6/EF**

	9/24/2017	9/23/2018	9/22/2019	9/20/2020
START	\$9.80	\$10.02	\$10.22	\$10.43
6 MO	\$13.40	\$13.70	\$13.98	\$14.26
12 MO	\$14.73	\$15.06	\$15.36	\$15.67
18 MO	\$16.24	\$16.61	\$16.94	\$17.28
24 MO	\$17.91	\$18.31	\$18.68	\$19.05
30 MO	\$19.72	\$20.16	\$20.57	\$20.98
36 MO	\$21.69	\$22.18	\$22.62	\$23.07
42 MO	\$23.89	\$24.43	\$24.92	\$25.41
48 MO	\$26.30	\$26.89	\$27.43	\$27.98

Collector/Maintainer  
Public Access Sales Technician

**Group 7/EG**

	9/24/2017	9/23/2018	9/22/2019	9/20/2020
START	\$11.73	\$11.99	\$12.23	\$12.48
6 MO	\$14.37	\$14.69	\$14.99	\$15.29
12 MO	\$15.86	\$16.22	\$16.54	\$16.87
18 MO	\$17.24	\$17.63	\$17.98	\$18.34
24 MO	\$19.30	\$19.73	\$20.13	\$20.53
30 MO	\$21.31	\$21.79	\$22.23	\$22.67
36 MO	\$23.43	\$23.96	\$24.44	\$24.93
42 MO	\$25.93	\$26.51	\$27.04	\$27.58
48 MO	\$28.64	\$29.28	\$29.87	\$30.47

Line Assigner-Complex  
Store Keeper  
Support Technician II  
Switch Provisioning Specialist

**Group 8/EH**

	9/24/2017	9/23/2018	9/22/2019	9/20/2020
START	\$12.23	\$12.51	\$12.76	\$12.48
6 MO	\$15.04	\$15.38	\$15.69	\$15.29
12 MO	\$16.65	\$17.02	\$17.37	\$16.87
18 MO	\$18.42	\$18.83	\$19.21	\$18.34
24 MO	\$20.37	\$20.83	\$21.24	\$20.53
30 MO	\$22.60	\$23.11	\$23.57	\$22.67
36 MO	\$25.02	\$25.58	\$26.09	\$24.93
42 MO	\$27.66	\$28.28	\$28.85	\$27.58
48 MO	\$30.62	\$31.31	\$31.94	\$30.47

IGS Operator-OSP  
Structured Cabling Technician  
Support Technician

**Group 9/EI**

	9/24/2017	9/23/2018	9/22/2019	9/20/2020
START	\$12.75	\$13.04	\$13.30	\$13.56
6 MO	\$15.72	\$16.07	\$16.40	\$16.72
12 MO	\$17.40	\$17.79	\$18.15	\$18.51
18 MO	\$19.29	\$19.72	\$20.12	\$20.52
24 MO	\$21.36	\$21.84	\$22.28	\$22.72
30 MO	\$23.74	\$24.27	\$24.76	\$25.25
36 MO	\$26.33	\$26.92	\$27.46	\$28.01
42 MO	\$29.18	\$29.84	\$30.43	\$31.04
48 MO	\$32.31	\$33.04	\$33.70	\$34.37

Facilities Technician  
Vehicle Maintenance Mechanic

**Group 10/EJ**

	9/24/2017	9/23/2018	9/22/2019	9/20/2020
START	\$13.43	\$13.73	\$14.01	\$14.29
6 MO	\$16.34	\$16.71	\$17.04	\$17.38
12 MO	\$18.19	\$18.60	\$18.97	\$19.35
18 MO	\$20.20	\$20.65	\$21.07	\$21.49
24 MO	\$22.40	\$22.90	\$23.36	\$23.83
30 MO	\$24.86	\$25.42	\$25.93	\$26.45
36 MO	\$27.61	\$28.23	\$28.80	\$29.37
42 MO	\$30.62	\$31.31	\$31.94	\$32.57
48 MO	\$33.97	\$34.73	\$35.43	\$36.14

Building Services Technician

Special Services Technician

Transmission & Protection Technician

Vehicle Maintenance Tech.

Sales & Service Technician (I&R, CZT II, Systems Technician)

Network Technician (Equipment Installer, Equipment Technician)

Construction Technician (Lineworker, Cable Splicer)

**Group 11/EK**

	9/24/2017	9/23/2018	9/22/2019	9/20/2020
START	\$17.61	\$18.01	\$18.37	\$18.73
6 MO	\$20.91	\$21.38	\$21.81	\$22.24
12 MO	\$22.86	\$23.37	\$23.84	\$24.32
18 MO	\$25.07	\$25.63	\$26.15	\$26.67
24 MO	\$27.53	\$28.15	\$28.71	\$29.29
30 MO	\$30.26	\$30.94	\$31.56	\$32.19
36 MO	\$33.33	\$34.08	\$34.76	\$35.46
42 MO	\$36.72	\$37.55	\$38.30	\$39.06
48 MO	\$40.54	\$41.45	\$42.28	\$43.13

Customer Engineer - Data Applications

**ARTICLE 34  
INCENTIVE PROGRAMS**


The Company may develop and implement incentive programs which will provide participating employees the opportunity to earn merchandise, cash, and other awards of value based on individual and/or collective performance in achieving standards developed and administered solely by the Company. The Company and the Union expect all employees to participate in incentive plans and programs and employees may be required to participate in said incentive programs. The Company will not discipline employees solely on the basis of their lead results.

The development, design, size and frequency and/or administration of such 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 a incentive plan, such disputes may be resolved through the Grievance and Arbitration procedures set forth in the Labor Agreement.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed this 18th day of December 2018.

Frontier Communications

Communications Workers Of America

  
\_\_\_\_\_  
Peter Homes  
Director-Labor Relations

  
\_\_\_\_\_  
Lisa O. Avila  
CWA Representative

FRONTIER COMMUNICATIONS BARGAINING COMMITTEE MEMBERS

Peter Homes - Director, Labor Relations  
Robert Hicks - Senior Manager, Human Resources  
Kay Quinn - Director of Operations  
Joe Rose - Supervisor

COMMUNICATIONS WORKERS OF AMERICA BARGAINING COMMITTEE MEMBERS

Lisa O. Avila - Staff Representative  
Guy Marks - 7670 Local President  
Matt Gustafson - 7670 Bargaining Unit

MEMORANDUM OF AGREEMENT  
Between  
FRONTIER COMMUNICATIONS  
And  
COMMUNICATIONS WORKERS OF AMERICA  
(CWA)

COMMUTER ADVANTAGE PROGRAM (CAP)

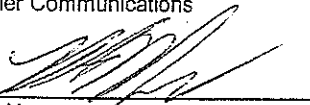
WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union"), and, Frontier Communications which were subsidiaries of the former GTE Corporation (hereafter the "Verizon/GTE Companies" or "the Companies" or "the Company and thereafter Frontier Communications or "the Company"), have collective bargaining relationships throughout the United States;

NOW THEREFORE FRONTIER COMMUNICATIONS AND CWA agree as follows:

**SERVICE RECOGNITION**

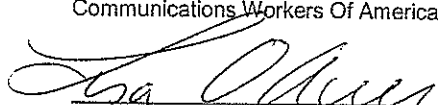
1. Effective August 1, 2005, the Frontier Communications agree to make available to the extent consistent with and permitted by IRS guidelines, the Commuter Advantage Program (CAP) to Frontier employees allowing them to set aside pre-tax dollars from their paychecks into CAP accounts to pay for eligible commuting expenses.
- 1 For regular full-time and regular part-time employees hired after August 1, 2005, coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later..
- 2 Two CAP accounts will be available: a Transportation Reimbursement Account and a Parking Reimbursement Account. The Transportation Reimbursement Account will allow employees to set aside pre-tax dollars to cover certain eligible mass transit or vanpooling commuter vehicle transportation expenses associated with travel to and from work. The Parking Reimbursement Account will allow employees to set aside pre-tax dollars to cover certain eligible parking expenses associated with their travel to and from work. Employees may elect to participate in one or both of the CAP accounts. Employees will be permitted to make deductions for eligible transportation and parking expenses to the extent permitted by IRS regulations.
- 3 The CAP will be administered solely in accordance with its provisions and no matter concerning the CAP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the CAP Administrator, the administration of the CAP and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or reimbursements shall be determined by and at the sole discretion of the Company.
- 4 This Memorandum of Agreement is effective on September 23, 2018, and shall expire on September 25, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Commuter Advantage Program, shall also terminate on September 25, 2021, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications



Peter Homes  
Director-Labor Relations

Communications Workers Of America



Lisa O. Avila  
CWA Representative

Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America

**COMPREHENSIVE MEDICAL PLAN**

1. Frontier Communications and Communications Workers of America Local 7670 agree to continue the provisions of the Comprehensive Medical Plan set forth in this Memorandum of Agreement.
2. For a summary of details, refer to the attachment entitled Comprehensive Medical Plan Highlights.
3. Some of the major provisions include:
  - A. For all regular full time employees, coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later. Effective July 1, 2005, this provision will also apply to part time employees. Effective January 1, 2013, part-time employees shall not be eligible to participate in this plan
  - B. Maintenance of Benefits permitted to the level of benefits provided in the Medical Plan.
  - C. Effective July 1, 2005, the following options are available to full time employees and their eligible dependents pertaining to enrollment in a company-sponsored medical plan or HMO:
    1. In situations where employees elect to cover their spouse where the spouse is eligible for medical coverage from another employer, the spouse's medical plan is considered primary and the employee's plan is considered secondary. In this situation no additional employee contribution is applicable.
    2. In situations where employees elect not to enroll themselves and their eligible dependents in a Frontier company-sponsored medical plan or HMO, the employee is eligible for an annual "opt out" credit of seven hundred dollars (\$700).
      - **Effective January 1, 2020 the Medical Plan Opt-Out Credit will be eliminated.**

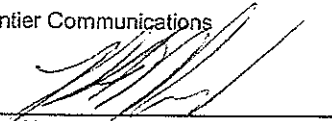
Note: The credits described in paragraph 2 be prorated and will be given to the employee over twelve (12) months on his/her bi-weekly paycheck. In order to be eligible for this credit, the employee may be required to provide satisfactory evidence of medical coverage upon request.

3. In situations where employees elect to cover their spouse where the spouse is also eligible for medical coverage from his/her employer and does not enroll in that medical plan, a "spousal surcharge" shall apply.
  - a. The spousal surcharge shall apply to all medical plan options.
  - b. The spousal surcharge of \$40 per month will be deducted from the employee's bi-weekly paycheck.
  - c. In situations where both the employee and the spouse are eligible for enrollment in a Frontier medical plan based upon their employment status:
    - The spousal surcharge shall not apply if both spouses are Frontier associates.
    - The spousal surcharge shall apply if one spouse is an associate and one spouse is eligible for Frontier management medical options and coverage under the associate medical option is elected for the spouse who is eligible for Frontier management medical options.
4. The Comprehensive Medical Plan will be administered solely in accordance with its provisions, and no matter concerning the Comprehensive Medical Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.
5. The selection of the Health Care Plan Administrator, the administration of the Comprehensive Medical Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company.

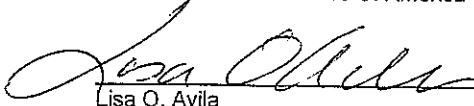


5. This Memorandum of Agreement is effective on September 23, 2018, and shall expire on September 25, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Comprehensive Medical Plan, shall not survive the expiration of this Memorandum of Agreement unless agreed by the parties in writing.

Frontier Communications

  
\_\_\_\_\_  
Peter Homes  
Director-Labor Relations

Communications Workers Of America

  
\_\_\_\_\_  
Lisa O. Avila  
CWA Representative

**COMPREHENSIVE MEDICAL PLAN**  
**HIGHLIGHTS**

<u>BENEFITS</u>	<u>PPO Available and PPO Not Available</u>	<u>PPO Available and Not Used</u>
<b><u>General</u></b>		
Lifetime Maximum (No Automatic Restoration) Calendar Year	\$2,000,000	\$2,000,000
Deductible	Effective 2016	
	Employee Only \$ 250	Employee Only \$ 250
	Employee + 1 \$ 500	Employee + 1 \$ 500
	Family \$ 750	Family \$ 750
	Effective 2017	
	Employee Only \$ 250	Employee Only \$ 250
	Employee + 1 \$ 500	Employee + 1 \$ 500
	Family \$ 750	Family \$ 750
	Effective 2018	
	Employee Only \$ 300	Employee Only \$ 300
	Employee + 1 \$ 600	Employee + 1 \$ 600
	Family \$ 900	Family \$ 900
Out-of-pocket Maximum	Effective 2016	
	Employee Only \$2,500	Employee Only \$2,500
	Employee + 1 \$5,000	Employee + 1 \$5,000
	Family \$7,500	Family \$7,500
	Effective 2017	
	Employee Only \$2,500	Employee Only \$2,500
	Employee + 1 \$5,000	Employee + 1 \$5,000
	Family \$7,500	Family \$7,500
	Effective 2018	
	Employee Only \$2,500	Employee Only \$3,000
	Employee + 1 \$5,000	Employee + 1 \$6,000
	Family \$7,500	Family \$9,000
Coordination of Benefits	Non-duplication of benefits. Cross coordination applies. Birthday rule applies.	Non-duplication of benefits. Cross coordination applies. Birthday rule applies.
Pre-existing Conditions	None	None
<b><u>Hospital Services</u></b>		
Room and Board (Subject to Care Coordination)	80% of negotiated rate after deductible satisfied Semi Private Room Intensive & Cardiac Care Units	70% of R&C after deductible satisfied Semi Private Room Intensive & Cardiac Care Units
Emergency Outpatient for Accidents	80% of negotiated rate after deductible satisfied	70% of R&C after deductible satisfied
Preadmission Tests	80% after deductible satisfied	70% after deductible satisfied
	Effective July 1, 2005: 100% of negotiated rate after deductible satisfied. (Out- patient tests and x-rays for a proposed surgery as long as the resulting hospital admission is scheduled within 7 days of the tests and x-rays are performed at the facility in which the surgery is to take place.)	Effective July 1, 2005: 100% of R&C after deductible satisfied. (Outpatient tests and x-rays for a proposed surgery as long as the resulting hospital admission is scheduled within 7 days of the tests and x-rays are performed at the facility in which the surgery is to take place.)

**COMPREHENSIVE MEDICAL PLAN**  
**HIGHLIGHTS**

<u>BENEFITS</u>	<u>PPO Available and Used PPO Not Available</u>	<u>PPO Available and Not Used</u>
Inpatient Services & Supplies	80% of negotiated rate after deductible satisfied	70% of R&C after deductible satisfied  Effective July 1, 2005: 80% of R&C after deductible satisfied
<b>Professional Services</b>		
Doctor's Surgical Charges	80% of negotiated rate after deductible satisfied	80% of R&C after deductible satisfied
Outpatient Surgery	80% of negotiated rate after deductible satisfied	80% of R&C after deductible satisfied
Doctor's Office Visit	Effective 2016 \$20 per office visit	80% of R&C after deductible satisfied
	Effective 2017 \$20 per office visit	80% of R&C after deductible satisfied
	Effective 2018 \$25 per office visit	80% of R&C after deductible satisfied
Diagnostic Lab & x-ray in Doctor's Office	Effective 2016 \$25 per office visit	80% of R&C after deductible satisfied
	Effective 2017 \$30 per office visit	80% of R&C after deductible satisfied
	Effective 2018 \$35 per office visit	80% of R&C after deductible satisfied
Doctor's Home Visits	80% of negotiated rate after deductible satisfied	80% of R&C after deductible satisfied
Allergy Shots	Effective July 1, 2005: \$5 copay for injection only if not billed for any other office visit services	Effective July 1, 2005: 80% of R&C after deductible satisfied
Maternity	\$15 office visit copay, first visit only. Covered the same as any other illness or injury.	80% of R&C after deductible satisfied
High Risk Maternity (If Care Coordination recommends special care because pregnancy is considered high risk)	100% outpatient, no deductible. Effective July 1, 2005: physician and hospital charges are paid at 100% of negotiated rate, no deductible.	Effective July 1, 2005: 80% of R&C for physicians, 70% of R&C for hospital charges after deductible satisfied.
Nurse/Midwife	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Birthing Center	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.

**COMPREHENSIVE MEDICAL PLAN  
HIGHLIGHTS**

<u>BENEFITS</u>	<u>PPO Available &amp; Used PPO Not Available</u>	<u>PPO Available and Not Used</u>
Artificial Insemination & In-Vitro Fertilization (Subject to Care Coordination)	Effective July 1, 2005: limited to 50% of negotiated rate to a maximum of \$15,000 per lifetime. (\$15,000 applies to overall lifetime maximum.)	Effective July 1, 2005: limited to 50% of R&C to a maximum of \$15,000 per lifetime. (\$15,000 applies to overall lifetime maximum.)
<u>Other Services</u>		
Acupuncture	Effective July 1, 2005: 80% of negotiated rate after deductible satisfied. (Limited to 20 visits per year. Additional services are covered if approved by Care Coordination.) Cover MD, DO, DC or Acupuncturist licensed by the state or certified by the National Commission of Acupuncturists.	Effective July 1, 2005: 80% of R&C after deductible satisfied. (Limited to 20 visits per year. Additional services are covered if approved by Care Coordination.) Cover MD, DO, DC or Acupuncturist licensed by the state or certified by the National Commission of Acupuncturists.
Chiropractor Services	\$15 office visit copay (12 visits per year threshold. Additional services may be covered if approved by Care Coordination.)	80% of R&C after deductible satisfied. (12 visits per year threshold. Additional services may be covered if approved by Care Coordination.)
Diagnostic x-ray & Lab Tests	80% of negotiated rate after deductible satisfied.	70% of R&C after deductible satisfied.  Effective July 1, 2005: 80% of R&C after deductible satisfied.
Physical & Occupational Therapy	Effective July 1, 2005: 80% of negotiated rate after deductible satisfied.	Effective July 1, 2005: 80% of R&C after deductible satisfied.
Radiation Therapy	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Speech Therapy	Effective July 1, 2005: 80% of negotiated rate after deductible satisfied. Expanded speech therapy benefit for children under age 3. (20 visit limit per calendar year.)	Effective July 1, 2005: 80% of R&C after deductible satisfied. Expanded speech therapy benefit for children under age 3. (20 visit limit per calendar year.)

**COMPREHENSIVE MEDICAL PLAN  
HIGHLIGHTS**

<u>BENEFITS</u>	<u>PPO Available &amp; Used PPO Not Available</u>	<u>PPO Available and Not Used</u>
Transplants (Subject to Care Coordination)	Voluntary – when a designated transplant facility is used, benefits are payable at 100%, no deductible or copay.  When a designated facility is not used, benefits are payable the same as any other illness. Travel & Lodging lifetime maximum of \$10,000. Lodging & Meal Allowance of \$50 individual/\$100 family per day.	Voluntary – when a designated transplant facility is used, benefits are payable at 100%, no deductible or copay.  When a designated facility is not used, benefits are payable the same as any other illness. Travel & Lodging lifetime maximum of \$10,000. Lodging & Meal Allowance of \$50 individual/\$100 family per day.
Corrective Appliances and Artificial Limbs	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied
Home Rental of Durable Medical Equipment (Subject to Care Coordination if amount exceeds \$1,000)	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Oral Surgeries	80% of negotiated rate after deductible satisfied. (Surgery meeting medical necessity guidelines covered.)	70% of R&C after deductible satisfied.  Effective July 1, 2005: 80% of R&C after deductible satisfied. (Surgery meeting medical necessity guidelines covered.)
Voluntary Sterilization	80% of negotiated rate after deductible satisfied.	70% of R&C after deductible satisfied.
Home Health Care (Subject To Care Coordination)	Effective 2016 \$20 per visit No limitations on number of visits.  Effective 2017 \$20 per visit No limitations on number of visits.  Effective 2018 \$25 per visit No limitations on number of visits.  Effective July 1, 2005: 100% of negotiated rate not subject to deductible. (No deductible required up to 52 HHC visits in a calendar year.)	80% of negotiated rate after deductible satisfied. No limitations on number of visits.  80% of negotiated rate after deductible satisfied. No limitations on number of visits.  80% of negotiated rate after deductible satisfied. No limitations on number of visits.  Effective July 1, 2005: 100% of negotiated rate not subject To deductible. (No deductible required up to 52 HHC visits in a calendar year.)

**COMPREHENSIVE MEDICAL PLAN  
HIGHLIGHTS**

<b><u>BENEFITS</u></b>	<b><u>PPO Available &amp; Used PPO Not Available</u></b>	<b><u>PPO Available and Not Used</u></b>
Skilled Nursing Facility (Subject to Care Coordination in leu of hospitalization)	80% of negotiated rate after deductible satisfied. (Semi private rate-120 days per calendar year.)	80% of R&C after deductible satisfied (up to 120 days per calendar year).
Hospice Care (Subject to Care Coordination)	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
	Effective July 1, 2005: Hospice Facility – 100% of negotiated rate, no deductible;	Effective July 1, 2005: Hospice Facility – 100% of negotiated rate, no deductible;
	Effective July 1, 2005: At Home Hospice (if life expectancy is less than 6 months) – 100% of R&C;	Effective July 1, 2005: At Home Hospice (if life expectancy is less than 6 months) – 100% of R&C;
	Effective July 1, 2005: Bereavement Counseling-100% of R&C (while patient is in Hospice care, plan covers reasonable expenses for an unlimited number of counseling services for the patient and covered family members.)	Effective July 1, 2005: Bereavement Counseling-100% of R&C (while patient is in Hospice care, plan covers reasonable expenses for an unlimited number of counseling services for the patient and covered family members.)
Second Surgical Opinion	100% of negotiated rate, no deductible, voluntary.	100% of R&C, no deductible, voluntary.
<u>Preventive Care</u>	In-network – 100% (not subject to copay or deductible.	Out-of-network – 100% of R&C, no deductible.
Well Woman Exam	One annual Well Woman Examination with or without a Pap Smear including Blood Count and Urinalysis. (Additional Pap Smears covered if medically necessary at 80%.)	One annual Well Woman Examination with or without a Pap Smear including Blood Count and Urinalysis. (Additional Pap Smears covered if medically necessary at 80%.)
Mammograms	100% every two years for women over age 40.	100% every two years for women over age 40.

**COMPREHENSIVE MEDICAL PLAN  
HIGHLIGHTS**

<u>BENEFITS</u>	<u>PPO Available &amp; Used PPO Not Available</u>	<u>PPO Available and Not Used</u>
Mammograms	Effective July 1, 2005: one routine mammogram every two years for women through age 49; once a year thereafter. (Additional mammograms covered at 80% of reasonable charges if medically necessary.)	Effective July 1, 2005: one routine mammogram every two years for women through age 49; once a year thereafter. (Additional mammograms covered at 80% of reasonable charges if medically necessary.)
Immunizations	One complete regiment of immunizations per lifetime for children and adults covered at 100%, not subject to deductible.	One complete regimen of immunizations per lifetime for children and adults covered at 100%, not subject to deductible.
Influenza Immunizations	Effective July 1, 2005: one influenza immunizations per year. (The office visit associated with immunizations is a covered expense.)	Effective July 1, 2005: one influenza immunization per year. (The office visit associated with immunizations is a covered expense.)
Prostate Specific Antigen	Effective July 1, 2005: one routine PSA test every calendar year for men age 50 and over. (The office visit associated with the PSA test is a covered expense.)	Effective July 1, 2005; one routine PSA test every calendar year for men age 50 and over. (The office visit associated with the PSA test is a covered expense.)
Sigmoidoscopy	Effective July 1, 2005: one routine Sigmoidoscopy every three years for men and women age 50 and over. (The office visit associated with sigmoidoscopy is a covered expense.)	Effective July 1, 2005: one routine Sigmoidoscopy every three years for men and women age 50 and over. (The office visit associated with sigmoidoscopy is a covered expense.)
Fecal Occult Blood Test	Effective July 1, 2005: one annual Fecal Occult Blood Test for men and women age 40 and over.	Effective July 1, 2005: one annual Fecal Occult Blood Test for men and women age 40 and over.

**COMPREHENSIVE MEDICAL PLAN  
HIGHLIGHTS**

<b><u>BENEFITS</u></b>	<b><u>PPO Available &amp; Used PPO Not Available</u></b>	<b><u>PPO Available and Not Used</u></b>
<u>Care Coordination</u> (Pre-notification Required)	* Hospitalization * In-patient services * Skilled Nursing Facility * Home Health Care * Hospice * Chiropractic services beyond 12 <sup>th</sup> visit * Artificial Insemination * In-Vitro Fertilization * Durable Medical Equipment * Continued stay for Maternity * Private Duty Nursing * Organ Transplant	* Hospitalization * Admission to hospital through ER * In-patient services * Skilled Nursing Facility * Home Health Care * Hospice * Chiropractic services beyond 12 <sup>th</sup> visit * Artificial Insemination * In-Vitro Fertilization * Durable Medical Equipment exceeding \$1000 * Continued stay for Maternity * Private Duty Nursing * Organ Transplant
	Non-notification penalty: Lessor of actual charge or \$200.	Non-notification penalty: Lessor of actual charge or \$200.
		* Admission to hospital through ER ment exceeding \$1000

The benefits outlined herein are governed by the Summary Plan Description (SPD) and where conflicts exist, the SPD shall prevail.

PPO Not Available (i.e., employee does not reside in the PPO Service Area):

For all benefits payable under this plan, coverage levels are based on R&CC.

If copay applies (e.g., Doctor's Office Visit, Chiropractor Services, Allergy Shots), benefits are paid at 80% R&C.



**COMPREHENSIVE MEDICAL PLAN**

**HIGHLIGHTS**

**In Area and Out-of-area Plans**

**MENTAL HEALTH/SUBSTANCE ABUSE CARE**

<b>BENEFITS</b>	<b>IN FRONTIER STANDARD MH/SA NETWORK</b>
In-patient hospital 45 days per calendar year	80% of negotiated rate after deductible
Partial hospitalization up to 90 days per year for intensive outpatient therapy (2 days intensive outpatient in lieu of 1 day inpatient care)	80% of negotiated rate after deductible
Out-patient up to 50 visits per calendar year	<u>Effective 2016 \$20</u> <u>Effective 2017 \$20</u> <u>Effective 2018 \$25</u>
Supplemental Benefit After annual maximums outlined above are exceeded	50% of covered charges up to lifetime Medical Plan maximum of \$2,000,000 (combined with the medical plan)

Note: Employee must call Managed Health Network (MHN) at 800/777-7991 prior to routine care and within 48 hours of emergency care.

Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America


**CONTRACTING OF WORK AND USE OF TERM EMPLOYEES**

1. It is understood that in making decisions regarding contracting of work, it is the Company's objective to carefully consider all factors essential in managing the business including the interests of both its customers and its employees. The option contained in this Memorandum of Agreement, coupled with our continuing ability to use Seasonal and Temporary employees, will optimize our ability to respond to the Union's concerns.
2. As discussed between the Company and Union regarding the Union's concerns about contracting and desires to facilitate the use of Company employees whenever practical, it is further understood between the parties that it is not possible for the Company to make specific commitments regarding contracting, exiting portions of the business that aren't meeting profitability expectations, or reductions in force. Although as an overall business strategy under other circumstances, the Company shall not enter into contractual arrangements nor use Term employees for the express purpose of laying off or part-timing current regular employees, during the period such work is being performed, who routinely perform the same work in the same work location as that provided under the subcontracting arrangement.
3. The Company and Union agree to continue the new employee status of "Term" employee as an employee whose employment may be up to three (3) years (to complete an identified project which may also include Company plans to consolidate or relocate work or to exit portions of the business) with the definite understanding that his/her employment shall terminate upon completing the project. Any Term employee working beyond three (3) years must have an extension requested in writing and mutually agreed to between the Company and the Union.
4. During the employment period, the Company may (at its option) demote, transfer, or dismiss such employee. The Term employee shall have the same rights and obligations as Temporary employees unless otherwise indicated in this Memorandum of Agreement. Credit for wage progression shall be awarded in accordance with Section 33.4. In the event the project is terminated for any reason prior to its completion, two (2) weeks' notice or (if such notice is not given) the employee shall receive two (2) weeks' straight time pay in lieu of such notice.

Article 14 and voluntary separation programs shall not apply to the Term employee. Employee benefits will apply to Term Employees in the same manner as they apply to Regular employees.

5. It is understood that, generally, Term employees assigned to perform work at one (1) reporting location will be released at the completion of work at that location with two (2) weeks' notice; however, should a project cover more than one (1) reporting location, management may give the Term employee the option of transferring to one (1) of the other reporting locations or being released. It is not the intent to rehire a Term employee for consecutive projects resulting in an extended employment beyond three (3) years.
  - A. When the Company deems it appropriate to utilize Term employees, such utilization shall be capped at thirty (30) percent of the applicable work group. This thirty (30) percent cap may be increased by mutual agreement between the Company and the Union.
6. This Memorandum of Agreement is effective on September 23, 2018, and shall expire on September 25, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on September 25, 2021, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.


Frontier Communications



Peter Homes

Director-Labor Relations

Communications Workers Of America



Lisa O. Avila

CWA Representative

Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America

**CUSTOMER ENGINEER - DATA APPLICATIONS**

The Company and Union mutually agree that the Customer Engineer - Data Applications shall be paid in accordance with wages negotiated for Wage Group 11 and shall participate in the Team Performance Award Plan.

The parties agree that current candidates will demonstrate the required job knowledge and aptitude through passing the required tests.

The appropriate dress code for the Customer Engineer - Data Applications position shall be determined by management and communicated to employees as for other Frontier Northwest jobs; however, generally this classification shall require professional business attire.


The Customer Engineer - Data Applications shall be available for customer maintenance work during non-duty hours in accordance with the Collective Bargaining Agreement's standby provision. Such work may be offered on a rotating basis where more than one (1) Customer Engineer - Data Applications is qualified and assigned to an account.

Customer Engineer - Data Applications shall work whenever assigned by the Company and may cross any and all jurisdictional boundaries without consequence.

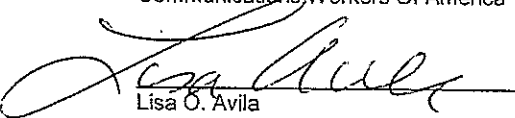
It is understood and agreed by the Company and the Union that when the acquisition of new business necessitates hiring specific employee(s) for such business, the provisions of Article 11 shall not apply. In no case shall such employees be hired where the direct result is the layoff of current regular employees who normally perform the same class of work.

This Memorandum of Agreement is effective on September 23, 2018, and shall expire on September 25, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on September 22, 2021, and shall not survive the expiration of this Agreement, unless mutually agreed to by the parties in writing.

Frontier Communications

  
Peter Homes  
Director-Labor Relations

Communications Workers Of America

  
Lisa O. Avila  
CWA Representative


Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America

DENTAL PLAN

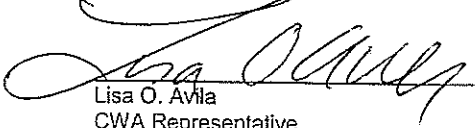
1. Frontier Communications and Communications Workers of America Local 7670 agree to the provisions of the Dental Plan set forth in this Memorandum of Agreement.
2. For a summary of details, refer to the appropriate Dental Benefits Summary Plan Description. The annual deductible will be \$25.00 per individual for all regular full time employees. The annual \$25.00 per individual deductible will be waived when an employee and/or his/her enrolled dependents use a Preferred Dental Provider (PDP).
3. For all regular full-time employees, coverage under the Plan begins ninety (90) days from the date of hire or the date which the employee enrolls, whichever is later.
4. Maintenance of Benefits (MOB) permitted to the level of benefits provided in the Dental Plan.
5. The monthly Company contribution shall be in accordance with Articles 23 and 32 in the Collective Bargaining Agreement.
6. The Plan will be administered solely in accordance with its provisions and no matter concerning the Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the Plan Administrator, the administration of the Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company.
7. Dependent children shall be covered up to age 19, or age 23 if full time students

This Memorandum of Agreement is effective on September 23, 2018 and shall expire on September 25, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Dental Plan, shall also terminate on September 25, 2021, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications

  
Peter Homes  
Director-Labor Relations

Communications Workers Of America

  
Lisa O. Avila  
CWA Representative

**FRONTIER DENTAL PLAN HIGHLIGHTS**

<b>Benefit</b>	<b>Coverage Level</b>
Deductible	\$25 Deductible waived if Preferred Dental Provider (PDP) used
Preventive and Diagnostic Services	100% of usual and customary charges (or 100% of negotiated fees if in-network)
Basic Services	80% of usual and customary charges after deductible satisfied (or 80% of negotiated fees if in-network)
Dental Sealants	80% of usual and customary charges after deductible satisfied (or 80% of negotiated fees if in-network)
Major Services	50% of usual and customary charges after deductible satisfied (or 50% of negotiated fees if in-network)
Orthodontic care/TMJ disorder treatment	50% of usual and customary charges after deductible satisfied (or 50% of negotiated fees if in-network)
Lifetime maximum benefit for TMJ disorder treatment	\$500
Lifetime maximum benefit for Orthodontic care	\$1,500
Annual individual maximum benefit	\$1,500

The benefits outlined herein are governed by the Summary Plan Description (SPD) and where conflicts exist, the SPD shall prevail.

MEMORANDUM OF AGREEMENT  
Between  
FRONTIER COMMUNICATIONS  
And  
COMMUNICATIONS WORKERS OF AMERICA  
(CWA)

**DOMESTIC PARTNER BENEFITS**

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union") and Frontier Communications (hereafter "the Company") have collective bargaining relationships throughout the United States;

NOW THEREFORE FRONTIER COMMUNICATIONS AND CWA agree as follows:

1. The Company and the Union agree to extend benefits, as set forth below, to employees' domestic partners and children of domestic partners.
2. Employees may elect health and welfare benefits coverage of domestic partners and children of domestic partners, as described below. Employees who have been (or will be) identified by the Company as employed as part of an operation that is to be divested as part of former GTE's Video Services/Media Ventures Repositioning program are excluded from this Memorandum of Agreement.
3. The Company and the Union agree that eligibility of a domestic partner for health and welfare benefits shall be based on the following conditions:
  - A. The employee and the domestic partner are same-sex, adult partners.
  - B. Neither the employee nor the domestic partner is married or a domestic partner of a third party.
  - C. Both the employee and the domestic partner are at least eighteen (18) years of age and are mentally competent to contract.
  - D. The employee and the domestic partner are not related by blood to a degree of closeness that would prohibit legal marriage in their state of residence.
  - E. The employee and the domestic partner live together at the same permanent residence.
  - F. The employee and the domestic partner are jointly responsible for each other's welfare and basic living expenses.
  - G. The domestic partner is the employee's sole domestic partner and intends to remain so indefinitely.
  - H. The employee and the domestic partner agree to notify the Company and any other appropriate party of any changes in the above conditions.
4. The Company and the Union agree that eligibility of children of domestic partners for health and welfare benefits shall be based on the following conditions:
  - A. An eligible domestic partner is the natural parent, adoptive parent or legal guardian of the child.
  - B. The child is unmarried and either under the age of nineteen (19), or under the age of twenty-five (25), attending an accredited secondary school, college, university or nursing school, and are dependent on the domestic partner for care and support.
5. An employee may elect coverage of a domestic partner and any children of a domestic partner for the following benefits. The amount and availability of benefits are governed by the provisions of the applicable plan and are subject to the Internal Revenue Code and related regulations.
  - A. Medical
  - B. Dental
  - B. Health care continuation coverage
  - D. Flexible Reimbursement Plan Healthcare Reimbursement Account (for IRS Tax Dependents)
  - E. Dependent Care Reimbursement Account (for IRS Tax Dependents)
  - F. Retiree Medical (limited to Domestic Partner and children of Domestic Partner who are covered by medical plan at time of employee's retirement)
  - G. Group Universal Life
6. Employees are entitled to Bereavement Leave in the event of the death of a domestic partner, children of the domestic partner and other domestic partner family members as specified in the relevant collective bargaining agreement.

7. Employees are entitled to Family and Medical Leave for the care of a seriously-ill domestic partner, or child of a domestic partner, subject to general eligibility requirements.

Other benefit programs are also available to domestic partners and/or their children, as applicable. Availability and amount of benefit is governed by the applicable plan or policy.

- A. Event travel Expense (one guest accommodated)
  - B. Financial Counseling
  - C. Survivor Support
  - D. Dependent Scholarships (children of domestic partner only)
  - E. Adoption Assistance (employee must be adoptive parent)
  - F. Company Discounts (recipient is employee)
  - G. Childcare Discounts (recipient is employee)
  - H. Employee Assistance Program
9. In the event that any of the above Domestic Partner Benefits are found to be discriminatory against non-eligible, unmarried employees in any jurisdiction, then these Domestic Partner Benefits will not be available in that jurisdiction.
  10. To the extent that the terms of any plan conflict with the provisions of this Memorandum of Agreement, the terms of such plan shall govern. Notwithstanding the foregoing, this Memorandum of Agreement shall constitute part of the plan to which it relates; provided, however, it may be elaborated upon in other plan materials, such as employee bulletins and enrollment materials, by the Company. To the extent that any provision of this Memorandum of Agreement conflicts with any state or local law, the parties agree to discuss the applicability of such state or local law.

Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America

**DRUG AND ALCOHOL POLICY**

The following represents the understanding of the parties concerning the Company's Drug and Alcohol Policy.

- A. The Company will require that the observations that result in the requirement for drug and/or alcohol screening will be documented in writing by the management employee(s) who makes the observations.
- B. It is not the intent of the policy to require a drug/alcohol screening as a result of a performance problem(s), in and of itself, without the presence of indicators that would cause a "reasonable person" to conclude that the individual could be under the influence of a drug or alcohol. This is to say that a single indicator that could be the result of many different conditions would not be the sole factor that would result in a requirement for a drug/alcohol screening.
- C. The Company acknowledges that employees will have the right to Union representation, as provided by the Weingarten decision, during the investigatory process. The Company has not agreed to representation that is beyond that provided in Weingarten.
- D. At the time the specimen is collected, the employee will be provided the opportunity to provide two specimens in separate containers. The second specimen will be properly sealed and maintained so as to be available for retest at the request of the employee and/or the Union as described below.
- E. The Company agrees that the employee who tests positive on both the screen and the confirmation test will have option to request the additional specimen be released to a certified lab to be retested. If there is no second specimen, a portion of the remaining specimen will be made available for retest. The Company's responsibility for the chain of custody ends when the specimen is released at the direction of the second testing lab.

This request must be made by the Union or the employee within ten (10) work days from the date the original test result is provided to the employee. It is understood that the employee is responsible to arrange for the test and all associated additional cost. The results of this retest will be forwarded to the Company, within ten (10) working days from the date the results are available, for consideration by the Company.

Should the retest produce a negative test result, the Company shall cover the Medical Review Officer's and certified lab's handling and screening charges for the retest, provided the retest was requested and the results were received in accordance with the aforementioned timeframes. It is also understood that in some small percentage of the cases it is possible that there may not be enough of the specimen remaining to retest.

- F. It is understood that a decision to discipline as a result of a positive test would depend on all circumstances surrounding the particular situation and would be based on established just cause standards.
- G. It is agreed that an employee who tests positive on the first occasion will not be terminated as a result of this first test, unless surrounding the incident that resulted in the requirement for the test there are other performance or behavior problems that warrant discharge.


The Company agrees that an employee will not be subject to unannounced testing beyond one year following successful completion of a rehabilitation program as a result of the post-treatment provisions of the Policy.

It is not the intent of the policy to require drug or alcohol screening after an accident (in which no death occurs or no signs of impairment or intoxication or abnormal behavior is exhibited) as a result of behavior that can clearly be attributed to the accident alone.

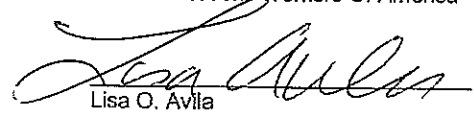


This Memorandum of Agreement is effective on September 23, 2018, and shall expire on September 25, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on September 25, 2021, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications

  
\_\_\_\_\_  
Peter Homes  
Director-Labor Relations

Communications Workers Of America

  
\_\_\_\_\_  
Lisa O. Avila  
CWA Representative

MEMORANDUM OF AGREEMENT  
Between  
FRONTIER COMMUNICATIONS  
And  
COMMUNICATIONS WORKERS OF AMERICA  
(CWA)

EDUCATION AND LIFE-LONG LEARNING

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union") and Frontier Communications (hereafter "the Company") have collective bargaining relationships throughout the United States;

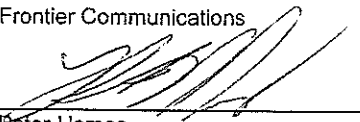
NOW THEREFORE FRONTIER COMMUNICATIONS AND CWA agree as follows:

The Company and the Union agree to continue joint efforts (including the 100% tuition reimbursement and the 100% prepaid feature), which allow employees additional opportunities to learn and enhance their knowledge of the jobs being performed. On an "as needed" basis as determined jointly by the parties, a joint study team, consisting of management and union officials, will be created to explore opportunities for joint educational programs. Joint study teams will explore issues such as:

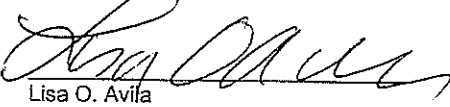
- The level of employee awareness of the Frontier Communications, Inc. tuition assistance program.
- The role of education assistance in the attraction and retention of bargaining unit employees.
- The design and coordination of communication vehicles, in conjunction with NACTEL, to encourage employee and prospective employee participation in the AAS degree in Telecommunications or other programs developed.
- The identification of certain non-degreed programs, which enhance or certify job knowledge.

Any joint study team formed by the parties will report its findings and make recommendations to the Joint Company/Union Steering Committee for review and final determination.

Frontier Communications

  
Peter Homes  
Director-Labor Relations

Communications Workers Of America

  
Lisa O. Avila  
CWA Representative

**Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America**

**EMPLOYEE IMAGE POLICY & STANDARDS**

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

Note: The Policy and Standards set forth in this document apply to customer-facing employees as that term is defined below. For all other employees, existing policies, standards, guidelines, and practices relating to dress and appearance continue to apply. If you have questions about appropriate business attire, please consult with your local Human Resources Department.

**BUSINESS ATTIRE POLICY**

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

Employees who are in the program will be allowed to order the following items, in any given calendar year:

- 4 hats
- 1 Jacket
- 7 Shirts

It is understood, with the elimination of pants as part of the Business Attire Policy, employees are now permitted to wear suitable work pants, acceptable to the Company, of their own selection and purchase, such as Dickies, Carhartt's, or blue jeans. The employee remains responsible for the cleanliness and upkeep of such pants.

An approved catalog will be made available for the purchase of Business Attire. Any combination of available hats, jackets, pants, and shirts styles are allowed. Shirts may be ordered with or without the CWA Local 7670 union logo on the sleeve.

Other attire items (such as promotional items) may be available from time to time. Additional Business Attire items may be purchased from the approved catalog at the employee's expense.

Employees will be responsible for the cleaning and upkeep of Business Attire items.

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

**FLEET UNIFORMS**

Effective within thirty (30) days of ratification, Fleet employees will be authorized to order the following items from the Company uniform vendor in any given calendar year:

- 5 Pants
- 1 Coverall

Additionally, Fleet employees will continue to be provided with disposable coveralls as needed.

Fleet employees will be responsible for the cleaning and upkeep of Fleet Uniform items

#### BUSINESS ATTIRE WEAR AND CARE STANDARDS

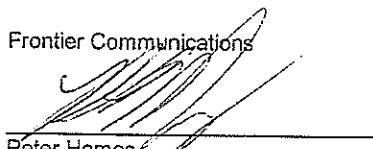
The following standards will help define acceptable business attire wear and care:

1. **Safety:** the first and most important consideration in wearing business attire items and accessories is safety. All safety rules and guidelines must be followed. Appropriate Personal Protective Equipment (PPE) must be worn at all times as required by Company Safety Policies. Only Company authorized PPE may be used in accordance with Corporate Safety Standards, and may never be altered in any manner.
2. Business attire items are not to be altered in any manner and must be worn during all working hours.
3. Business attire items must be clean and neat in appearance (for example, not wrinkled, torn, etc.).
4. Only Company-approved or issued hats/caps may be worn. Hats/caps must be worn with the front/rim facing forward. If you have special needs, please communicate those needs directly to your supervisor.
5. Shirts are to be tucked in and all buttons, except the collar button, must be fastened at all times (this includes all buttons on long sleeve shirts when the sleeve is worn around the wrist).
6. Undershirts are permissible if they meet the following criteria:
  - a. No visible graphics or writing
  - b. Color of undershirt is a complementary color to the outer uniform shirt (black, red, or white are preferable)
  - c. For long sleeve undershirts worn under a short sleeve uniform shirt, the visible portion of the undershirt in good repair
7. Employees are expected to exercise reasonable care to prevent damage to uniforms. Worn, damaged or otherwise unsightly uniform components will be replaced with Company approval.
8. Uniforms (shirts, hats, coats, etc.) are Company property and as such must be returned should you leave the Company or transfer into a position where the uniform is not required.

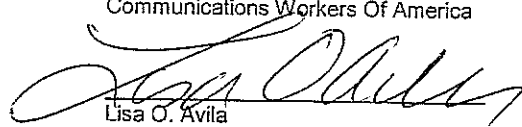
This Memorandum of Agreement will become effective September 23rd, 2018. The Company may terminate the application of this MOA to one or more job classifications with face-to-face customer contact, as set forth above with 30 days' advance notice to the Union.

IN WITNESS WHEREOF, the parties have caused this MOA to be signed this 18th day of December 2018.

Frontier Communications

  
Peter Homes  
Director-Labor Relations

Communications Workers Of America

  
Lisa O. Avila  
CWA Representative

Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America

**FAMILY AND MEDICAL LEAVES OF ABSENCE (FMLA)**

1. Frontier Communications and Communications Workers of America Local 7670 agree to the provisions concerning Family and Medical Leaves of Absence as set forth in this Memorandum of Agreement.
2. The purpose of the leave shall be as follows:
  - a. for the birth and care of a newborn child of the employee, or the placement of a child with the employee for adoption or foster care.
  - b. to care for a spouse, biological or adoptive parent, or person who has acted in the role as parent with day-to-day responsibility, or child (biological, adopted, foster or stepchild or legal ward or child for whom the employee has day-to-day parental responsibility) who has a "serious health condition."
  - c. for a serious health condition of the employee which makes the employee unable to perform the functions of the position of such employee. As with any absence for a serious health condition, the Company may require an employee to provide a "fitness for duty" certification to return to work after such leave.
3. The total period of this leave will be up to twelve (12) workweeks within a twelve (12) month period. Any leave of absence provided for in the Collective Bargaining Agreement (CBA), whether paid or without pay, that is qualified under the Family Medical leave Act, shall run concurrently with the Family and Medical Leave of Absence under the Family and Medical Leave Act of 1993 (FMLA).
4. Employees who have completed at least twelve (12) months of accredited service at the beginning of the leave and worked at least 1,250 hours during such period may be eligible for leave.
5. The FMLA excludes employees where there are less than fifty (50) employees within seventy-five (75) miles of the employee's work site. The Company will attempt to accommodate requests for FMLA leave for employees at remote locations; however, such requests may be denied based on business necessity.
6. Leave may be taken on an intermittent or reduced schedule basis for reasons specified in paragraphs 2.b and 2.c if determined to be "medically necessary" as defined in the Department of Labor Regulations 29 CFR Part 825. It may not be taken intermittently or on a reduced schedule basis for reasons specified in paragraph 2.a unless approved by the Company.
7. If an employee is granted intermittent or reduced schedule leave, the Company may require such employee to transfer temporarily to an available alternative, equivalent position that better accommodates recurring periods of leave than the employee's regular position.
8. The Company may elect to replace any employee(s) on leave with temporary employees or contract workers for the duration of the leave without affecting or being affected by any provisions of the Collective Bargaining Agreement.
9. Employees shall be required to present, to the satisfaction of the Company's Human Resources Department, documentation concerning the basis for the requested leave of absence.
10. Employees shall provide the Company with at least thirty (30) days' advance notice of intent to take leave when foreseeable.
11. In cases where both spouses are employed by the Company, and both spouses are eligible for FMLA leave, they will be permitted to take a total of twelve (12) weeks of FMLA leave during the applicable 12-month period for any one qualifying circumstance (birth of a child or to care for a child after birth; placement of a child in foster care or for adoption or to care for the child after placement; or to care for a parent with a serious health condition).

qualifying circumstance (birth of a child or to care for a child after birth; placement of a child in foster care or for adoption or to care for the child after placement; or to care for a parent with a serious health condition).

Where the husband and wife both use a portion of the total 12-week FMLA leave entitlement for one qualifying circumstance, the husband and wife would each be entitled to the difference between the amount he or she took individually and 12 weeks for FMLA leave for a different purpose.

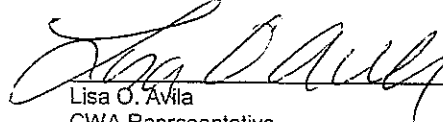
12. While on FML leave, eligible employees are entitled to maintain company-paid life insurance, medical and dental benefits to the extent provided to active employees.
13. Upon return to work, employees granted FMLA leave shall receive accredited service for the period of the leave. There is no break in service for purposes of vesting, eligibility to participate in pension plans, and other types of benefits and seniority.
14. Subject to Item 15 below, at the end of the approved leave (or each segment of the leave, as applicable), employees shall be guaranteed reinstatement to the same or equivalent job.
15. Reinstatement is subject to any contractual provisions of the Collective Bargaining Agreement which cover adjustments to the workforce that may have occurred during the leave of affected employees.
16. Employees who wish to change their projected return date may request the change in advance, and the Company will endeavor to accommodate such requests.
17. Employees, while on leave, shall be considered to have terminated employment if they accept employment with another employer, engage in business for profit, and/or apply for unemployment insurance benefits.
18. The provisions of this Memorandum of Agreement are not subject to the grievance or arbitration procedure of the Collective Bargaining Agreement except for the application for reinstatement by employees on leave.
19. All terms herein shall be defined as set forth in the Department of Labor Regulations, 29 CFR Part 825.
20. The Company has the right to act in accordance with the Family and Medical Leave Act of 1993 and to comply with the regulations provided by the Department of Labor.
21. This Memorandum of Agreement is effective on September 23, 2018, and shall expire on September 25, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on September 25, 2021, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications



Peter Homes  
Director-Labor Relations

Communications Workers Of America

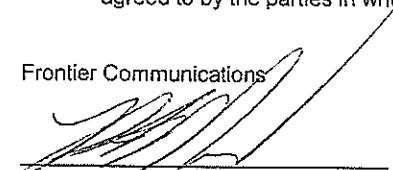


Lisa O. Avila  
CWA Representative

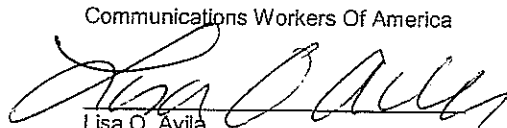
Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America  
  
FLEXIBLE SPENDING ACCOUNT

1. Frontier Communications agrees to make available to regular employees the Flexible Reimbursement Plan (FRP).
2. For a summary of details, refer to the booklet, Your Reimbursement Plan.
3. The FRP will be administered solely in accordance with its provisions, and no matter concerning the FRP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the FRP Administrator, the administration of the FRP and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or reimbursements shall be determined by and at the sole discretion of the Company.
4. This Memorandum of Agreement is effective on September 23, 2018, and shall expire on September 25, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on September 25, 2021, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications

  
Peter Homes  
Director-Labor Relations

Communications Workers Of America

  
Lisa O. Avila  
CWA Representative

Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America (CWA)  
**Frontier Communications 401K Plan (401k)**

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union") and Frontier Communications (hereafter "the Company") have collective bargaining relationships throughout the United States;

NOW THEREFORE FRONTIER COMMUNICATIONS AND CWA agree as follows:

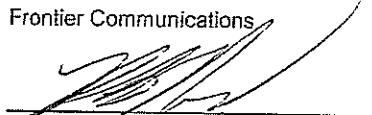
1. The Company and the Union will make the Frontier Communications 401K Plan (401k) available to regular full hourly employees of the Company who are covered by a Collective Bargaining Agreement.
2. The Company reserves the right at any time, and from time to time, by action of the Board of Directors, to modify or amend in whole or part, any or all of the provisions of the 401k, but no such amendment or modification shall have the effect of reducing the accrued benefits of members, retired members, former members or their beneficiaries or of diverting any part of the Trust Fund to any purpose other than for the exclusive benefit of members, former members or their beneficiaries and the payment of reasonable 401k administration expenses.
3. The Company reserves the right, by action of the Board of Directors, to terminate or partially terminate the 401k at any time. Upon termination or partial termination of the 401k or upon the complete discontinuance of contributions under the 401k, the member accounts of the members affected by the termination, partial termination, or complete discontinuance of contributions as the case may be shall be non-forfeitable.
4. The 401k may be merged into or consolidated with another plan, and its assets or liabilities may be transferred to another plan; provided, however, that no such merger, consolidation, or transfer shall be consummated unless each member and beneficiary under the 401k would receive a benefit immediately after the merger, consolidation, or transfer, if the transferee plan then terminated, that is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation or transfer, if the HSP had then terminated.
5. The Company and the Union agree that every provision heretofore contained in this Agreement is contingent upon the Company's receipt of a favorable determination that the 401k as amended, continues to be qualified under Section 401 (a) et. seq., of the Internal Revenue Code. In the event any recession in the 401k is necessary to obtain or maintain a favorable determination from the Internal Revenue Service, the Company will make the revisions, adhering as closely as possible to the level of benefits contained in the HSP.
6. In the event any portion of this Agreement is determined by a court or government agency to be in violation of existing law or is voided by a change in existing laws, the Company retains the unilateral right to make whatever modifications it deems necessary and appropriate to comply with the law, including the right to rescind the Agreement, if it deems no such modification is feasible. The Company shall have no obligation to bargain or negotiate with the Union in the



event that this Agreement is modified or eliminated or in the event the Company does not implement any or all of the provisions of this Agreement because it does not receive Internal Revenue Service approval, any or all of these plans are deemed not qualified, or because of a change in existing laws.

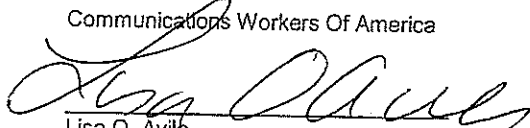
8. The 401k will be administered solely in accordance with its provisions and no matter concerning the HSP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement but rather shall be governed by the terms and conditions of the 401k and the interpretation of the 401k Committee.

Frontier Communications



\_\_\_\_\_  
Peter Homes  
Director-Labor Relations

Communications Workers Of America



\_\_\_\_\_  
Lisa O. Avila  
CWA Representative

Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America (CWA)  
FRONTIER COMMUNICATIONS 401K PLAN (401K)

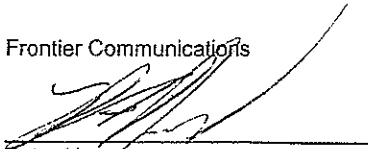
FRONTIER COMMUNICATIONS AND CWA agree as follows:

The Company agrees to make matching contributions to the Hourly Savings Plan (HSP).

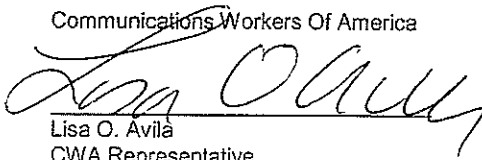
- For individuals employed as of 12/31/2012:
- Effective July 1, 2014 through December 31, 2016 50% of 2%
- Effective January 1, 2017 there will be no further Company matching contribution
- The three year cliff vesting schedule will continue
- For individuals employed after 12/31/2012:
- These employees shall become eligible for the 401k plan the first of the month following 90 days of employment
- The Company matching contribution will be 50% of the first 8%
- The Vesting Schedule shall be as follows:

Less than 2 years of service	0%	vested
More than 2 years < less than 3 yrs. Service	40%	vested
More than 3 years < less than 4 yrs. Service	60%	vested
More than 4 years < less than 5 yrs. Service	80%	vested
More than 5 years of service	100%	vested

Frontier Communications

  
Peter Homes  
Director-Labor Relations

Communications Workers Of America

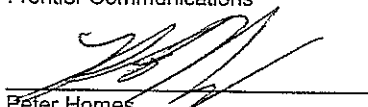
  
Lisa O. Avila  
CWA Representative

Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America

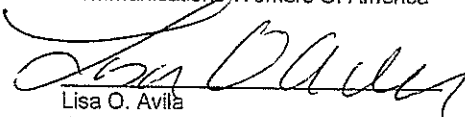
HEARING AID BENEFIT

1. Frontier Communications and Communications Workers of America Local 7670 agree to continue offering the Hearing Aid Benefit set forth in this Memorandum of Agreement to employees who are enrolled in the sponsored Medical Plan.
2. The hearing aid benefit will provide coverage for expenses for a hearing examination by a licensed audiologist or physician, the hearing aid device, molds, repairs, hearing aid check and batteries. The maximum reimbursement under this benefit is \$1,000 per covered individual every twenty-four (24) months. The benefit is not subject to deductible, co-pays or R&C and there are no separate maximums for any in or out of network expenses. Hearing aids are covered for all hearing impairments that are a result of birth defect, illness, accident and/or injury and progressive loss of hearing. Replacement and repair of hearing aids are covered unless due to misuse or loss.
3. The selection of the administrator, the administration of the Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company. No matter concerning the Hearing Aid Benefit or any difference thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.
1. This Memorandum of Agreement is effective on September 23, 2018, and shall expire on September 22, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on September 22, 2021, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications

  
Peter Homes  
Director-Labor Relations

Communications Workers Of America

  
Lisa O. Avila  
CWA Representative

Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America

**INCOME SECURITY PLAN (ISP)**

1. Frontier Communications and Communications Workers of America Local 7670 recognize the need for technological change in the business and hereby enter into this Memorandum of Agreement (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 INCOME SECURITY 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.

When technological change brings about any of the following conditions, the Plan shall apply:

- A. A need to layoff and/or force realign employees in any job title;
  - B. Reassignment of regular employees to permanent headquarters fifty (50) miles or more from the employees' permanent headquarters.
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 workgroup and/or work location, regular employees meeting the following qualifications shall be eligible for Plan participation:
    - A. Accredited service of one (1) year or more;
    - B. 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 workgroup(s), and/or work location(s) in which a surplus exists; the number of workgroups 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 an 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. For those employees who are eligible in accordance with Sections 1 and 2, the Company will provide the following ISP Termination Allowance:
  - A. ISP Termination Allowance of \$1,100, less withholding taxes, for each completed year of accredited service up to and including thirty (30) years for a maximum of \$33,000 prior to withholding taxes. The ISP Termination Allowance is not prorated for any partial year of service.

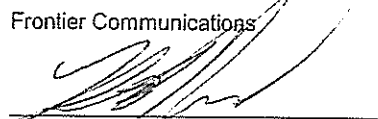
- B. In addition to the ISP Termination Allowance, the Company shall pay an employee who has left the service of the Company with ISP benefits an ISP Expense Allowance not to exceed \$750, less withholding taxes for each completed year of accredited service for a maximum of \$3,750 prior to withholding taxes. The ISP Expense Allowance is not prorated for any partial year of service.

The combined maximum ISP Termination pay benefit payable as set forth in Paragraphs A and B of this Section shall in no event exceed a total of \$36,750.

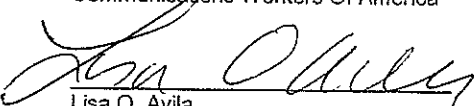
The dollar amounts set forth in this Agreement shall be prorated for regular part-time employees based on their average hours worked during the last twenty-six (26) pay periods; i.e., average of thirty (30) hours worked per week would result in termination benefits paid at 75% of those set forth in Paragraphs A and B of this Section 4.

5. Employees eligible for ISP Termination Allowance in accordance with Section 2 will receive a lump sum payment of the entire amount of the ISP Termination Allowance paid in the month following the month in which the employee leaves the service of the Company.
6. Re-employees must complete one (1) full year of accredited service with the Company before becoming eligible again for termination benefits. Those employees who have previously received termination benefits of any kind shall not be eligible for ISP Termination Pay benefits based on their most recent date of hire in lieu of their accredited service days as outlined in Paragraphs 4 A and B above.
7. All benefits payable under the Plan are subject to legally required deductions.
8. Termination benefits shall not be made if the termination is the result of any sale or other disposition by the Company of the exchange or office at which the employee is working, or from which the employee is assigned to work, when the employee is continued in the employment of the new management of the exchange or office.
9. An employee's election to leave the service of the Company and receive termination pay benefits must be in writing and transmitted to the Company within fourteen (14) calendar days from the date of the Company's offer in order to be effective, and it may not be revoked after said fourteen (14) calendar-day period.
10. This Agreement will be implemented prior to invoking the provisions of Article 14, Reduction in Force, of the Collective Bargaining Agreement when conditions set forth in Section 1 of this Agreement exist as determined by the Company.
11. Neither the right to effect a technological change, the determination of a surplus condition, eligibility for participation in the Plan, nor any part of this Plan or Agreement shall be subject to the grievance/arbitration procedure of the Collective Bargaining Agreement.
12. This Memorandum of Agreement is effective on September 23, 2018, and shall expire on September 25, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on September 25, 2021, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications

  
Peter Homes  
Director-Labor Relations

Communications Workers Of America

  
Lisa O. Avila  
CWA Representative

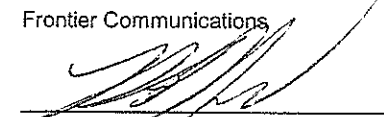
Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America

**INTERWORKING AGREEMENT**

The parties agree that it is in the best interest of both the Company and the Union to minimize contractor use and maintain staffing levels during slow periods. To that end, employees represented by Local Local 89 I.B.E.W. are allowed to work in CWA-represented exchanges in Eastern Washington and Idaho. These assignments are temporary and will be made after the Company notifies the Local president.

In recognition of this, the Company agrees that during the time CWA-represented employees are assigned to work in Local 89 I.B.E.W.-represented exchanges, the Company will provide a differential equal to the difference in hourly wage in the corresponding wage schedule and step of the comparable job title in the IBEW Collective Bargaining Agreement. (Example: a CWA Cable Splicer on wage schedule 9/EI, step 5, will be paid a differential that will result in the individual earning the same wage rate as a Local 89 I.B.E.W.-represented Cable Splicer on wage schedule 8/NI, step 5, while s/he is working in an IBEW exchange.)

Frontier Communications

  
Peter Homes  
Director-Labor Relations

Communications Workers Of America

  
Lisa O. Avila  
CWA Representative

Memorandum of Agreement  
Between  
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And  
Communications Workers of America

**LONG-TERM DISABILITY (LTD)**

In recognition of the impact a prolonged disability can have on income security and as a valuable supplement to the short-term disability benefits currently provided by the Company, Frontier Communications and Communications Workers of America Local 7670 agree to continue a Long-term Disability (hereinafter referred to as LTD) Plan subject to the following provisions:

1. Regular full-time employees are eligible to participate in the LTD plan, subject to the following requirements:
  - Completion of ninety (90) days of continuous employment (new hires)
  - Enrollment during the first ninety (90) days of employment (new hires).
  - Enrollment during the initial Company-designated enrollment period (incumbents with ninety (90) days of continuous employment)
  - Enrollment during periods not mentioned and/or when opting up or increasing the LTD benefit level additionally require regular full-time employees to submit evidence of good health at their expense and subject to approval by the Plan Administrator.
  - The disability is not caused by participation in an assault, crime or illegal occupation, an intentionally self-inflicted injury, war or act of war
  - The disability does not result from conditions that existed on the date LTD coverage began or does not result in an absence from work because of the pre-existing condition for ninety (90) consecutive days
  - The contributions are continuously paid following enrollment.
2. The cost of the LTD plan coverage will be paid by the employee. Contributions for coverage may change from time to time. Should this occur, the Company agrees to notify the Union in writing, within fifteen (15) calendar days prior to the date of modification, specifying the cause for any change in the contribution rate.
3. The LTD plan shall pay monthly benefits as follows:
  - Up to 50% of the employee's basic monthly earnings, up to a maximum of \$3,000 per month, or
  - Up to 60% of the employee's basic monthly earnings, up to a maximum of \$5,000 per month.

Monthly benefits shall be coordinated and reduced by any amount received from Worker's Compensation (or its equivalent), primary and dependent disability or retirement benefits from Social Security, payments under any other State or Federal disability benefits law, GTE pension plan (if applicable), Company-provided salary continuation plan (ISP, layoff allowances) or any other plan which provides income benefits.

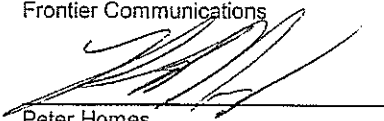
- A. The employee must apply for primary and dependent (if applicable) Social Security disability benefits.
- B. Plan benefits are not payable for any period of disability during which the employee refuses or fails to apply for Social Security disability benefits or to appeal any denied claim for Social Security benefits.
4. LTD benefits will be paid, provided the Plan is in force, if eligible employees have been continuously and totally disabled, under the care of a physician and absent from work for twenty-six (26) weeks or if the disability has resulted in twenty-six (26) weeks of absence during a period of fifty-two (52) consecutive weeks and the eligible employees have been under the care of a physician.
  - Monthly benefits will be paid for twelve (12) months, if the disability prevents eligible employees from performing their regular work or an alternative occupation with similar earning potential.
  - Monthly benefits will be paid following this twelve (12) month period, if the disability prevents eligible employees from performing any work for which they are otherwise qualified to perform.
  - If eligible employees become disabled prior to age sixty (60), benefits will be paid up to their sixty-fifth (65th) birthday.

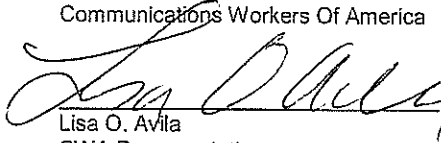
- If eligible employees become disabled on or after age sixty (60), benefits will be paid according to the following schedule:

<u>Age of Disability</u>	<u>Benefits Paid to Age</u>
60	65
61	66
62	67
63	68
64	69
65	70
66	70
67	70
68	71
69	72
70	72
71	72.5
72	73.5
73	74.5
74	75.5
75+	For 1 year

- Disabilities as a result of a mental health disorder, alcoholism, or drug addiction will generally result in monthly LTD benefits for no longer than twelve (12) months.
6. During the period LTD benefits are paid, eligible employees will continue to receive life, medical and dental insurance coverage in accordance with the Collective Bargaining Agreement between Frontier Communications and Communications Workers of America Local 7670. Accredited Service will be applied toward eligible employees' pension calculations until the disability benefits end or the eligible employee retires, quits or dies.
  7. The amount and availability of benefits under the LTD Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the LTD Plan, selection of the insurance carrier, eligibility for the benefits, cost of coverage, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the Collective Bargaining Agreement.

This Memorandum of Agreement is effective on September 23, 2018 and shall expire on December 31, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the Long-term Disability Plan, shall terminate on December 31, 2021 and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Frontier Communications  
  
 Peter Homes  
 Director-Labor Relations

Communications Workers Of America  
  
 Lisa O. Avila  
 CWA Representative




Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America

LUMP SUM PAYMENT OPTION

Frontier Communications and Communications Workers of America Local 7670 agree to continue the existing Lump Sum Payment Option for the Frontier Communications Pension Plan (hereinafter referred to as the Plan) as outlined below.

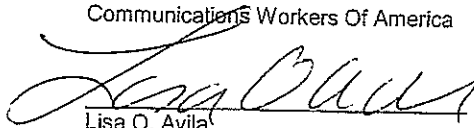
1. Regular employees who are eligible to receive a single life annuity from the Plan will be provided a lump sum payment option which will be based on the present value of their single life annuity. Any lump sum payment for benefits accrued after December 31 2012 shall be calculated using the Pension Protection Act Interest rate.
2. 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 calculation 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.
3. This Memorandum of Agreement is effective on September 23, 2018 and shall expire on September 25, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the lump sum payment option, shall terminate on September 25, 2021 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications



Peter Homes  
Director-Labor Relations

Communications Workers Of America



Lisa O. Avila  
CWA Representative

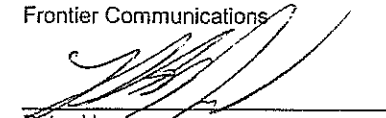
Memorandum of Agreement  
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And  
Communications Workers of America

**MAIL ORDER PRESCRIPTION PLAN (MOPP)**

1. Frontier Communications and Communications Workers of America Local 7670 agree to continue the provisions of the Mail Order Prescription Plan (MOPP) to employees and their eligible dependents enrolled in the sponsored Medical Plan.
2. Employees and dependents currently covered under the sponsored medical plan will be eligible to participate in the Mail Order Prescription Plan. Once employees (who are covered under the sponsored medical plan) retire, they and their eligible dependents may continue to participate in this Mail Order Prescription Plan on the same basis as active employees.
3. MOPP will be administered solely in accordance with its provisions, and no matter concerning MOPP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the MOPP Carrier, the administration of MOPP and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, or administration shall be determined by and at the sole discretion of the Company.
4. The Company shall have the right to amend MOPP in any way, including the selection of the MOPP Carrier. However, any amendment diminishing the level of benefits contained in this Memorandum of Agreement or increasing the cost per prescription to the employee/dependent will be limited to those changes applicable to salaried employees.

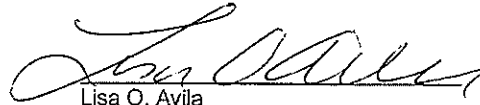
This Memorandum of Agreement is effective on September 23, 2018 and shall expire on September 25, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on September 25, 2021, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications



Peter Homes  
Director-Labor Relations

Communications Workers Of America



Lisa O. Avila  
CWA Representative

MEMORANDUM OF AGREEMENT  
Between  
FRONTIER COMMUNICATIONS  
And  
COMMUNICATIONS WORKERS OF AMERICA  
(CWA)

**NEUTRALITY AND CONSENT ELECTION**

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union") and Frontier Communications hereafter "the Company") have collective bargaining relationships throughout the United States;

NOW THEREFORE FRONTIER COMMUNICATIONS AND CWA agree as follows:

This agreement between Company and the Union covers all understandings between the parties concerning union organizing; access to employees and code of conduct applicable to union organizing efforts.

The Union and the Company recognize that it is in their mutual interest to enhance the success and image of the Company to acknowledge the Union as a valued partner, and to foster the pride and commitment of the employees. The parties also share the mutual goals of building a world class, high performance enterprise and addressing employment security through business success and employee development. As a means to enhance these goals, the parties will mutually support regulatory and legislative efforts, marketing/sales and service efforts and other business initiatives leading to employee security and Frontier business success.

The parties also recognize that the Union's goal of growing membership is intrinsically linked to the successful growth of the business. In order to maintain this perspective and to avoid unnecessary confrontation, the parties agree that the following principles regarding neutrality and Consent election will be applicable to Frontier Network Services Companies (Incumbent Local Exchange Carriers and Logistics).

This shall be the exclusive means by which the Union, their locals, or individuals acting on their behalf, will conduct an effort to organize eligible employees in the covered Frontier Network Services Companies" (Incumbent Local Exchange Carriers and Logistics) as defined by the National Labor Relations Act.

1. Employee Choice

Both the Union and the Company support and agree with the principle that the decision as to whether or not to become represented by a union is one that does not belong to either the Union or to the Company. Rather, it is an individual decision that belongs to the employee. With the parties' mutual recognition of this fundamental tenet, the following provisions are intended to establish, encourage and nurture an environment during a union organizing drive that will allow employees to choose whether or not to become represented in a fully informed and uncoerced manner. All negotiations concerning appropriate unit, access, conduct and voting will be performed by Frontier Labor Relations Staff in conjunction with local management and designated Union representatives.

2. Neutrality

The Company and the Union agree that an organizing drive will be met by a neutral position by the Company. This statement is consistent with and reinforces the previously established principle of employee choice. It should follow that an environment intended to foster employee choice would be a neutral environment and that information communicated by either party would be fact based and not misleading, distorted or disparaging. Neutrality means the following:

- (a) Management will not be anti-Union nor will the Union be anti-management.
- (b) Management will not advocate that employees should not vote for a Union to represent them.
- (c) The Unions will be afforded reasonable opportunities for access to employees to get their message communicated.
- (d) Management will respond to employee questions and is obligated to correct inaccurate or misunderstood information by employees.

- (e) The Union(s) will be referred to by name and will not be characterized as a "third party" or "outsider".
- (f) Any written information distributed to employees by either party relative to the organizing campaign will be shared with the other. The parties' communications with employees will be shared with the other. The parties' communications with employees will be in accordance with this agreement.
- (g) Neither party will hire consultants who encourage an adversarial relationship.
- (h) Neither managers nor Union representatives will be personally attacked.
- (i) Neither the Union nor the Company will be attacked as institutions.
- (j) The Company will not conduct meetings for the sole purpose of discussing organizing activities without inviting appropriate Union representatives to attend.

Allegations of violations of these provisions will be handled via the dispute resolution process contained in this Agreement.

### 3. Rules

The procedures to be followed are listed below:

- (a) The Union must show a minimum of 50% + 1 show of interest on signature cards of the appropriate unit.
- (b) A vote of 50% + 1 of those votes, validated by the Third Party Neutral (TPN), will determine the outcome.
- (c) If the Union is not successful, another election will not be scheduled for twelve months.
- (d) The TPN will resolve any issue concerning challenged ballots in similar fashion to the National Labor Relations Board (NLRB) process.

### 4. Time Bound

It is in the interest of both parties that the organizing campaign be conducted expeditiously. The Union is therefore obligated to notify management of its intention to conduct a formal organizing drive before it begins. The date of this notification will "start the clock". The entire campaign, including the consent election, will be concluded in 90 days. It is the intent of the parties that the 90-day time frame will include discussion and agreement on the unit. In the event the parties are unable to agree on the unit, the dispute resolution process set forth below will be utilized and the time period will be extended by the number of days required to reach agreement on the unit, but in no event will the total campaign, including resolution of the scope of the bargaining unit and the consent election process exceed 120 days. If employees vote not to be represented, the Union agrees not to initiate another campaign (nor continue the current campaign) in that same work group for 12 months from the date of the conclusion of the campaign. This would not preclude the local Union from having contact with the workers in the group. If employees vote to be represented, collective bargaining over the terms and conditions of employment will commence within 60 days and will be limited to the agreed upon unit.

### 5. Informed Decision

Both parties agree that employees should be fully informed about all aspects of Union representation. The Union will provide fact-based information to employees as it endeavors to convince prospective members of the merits of being represented by a Labor Union. Management's role during this process will include:

- (a) responding to individual employee inquiries;
- (b) explaining the organizing process, including obligations and responsibilities; and
- (c) correcting any inaccuracies, misstatements or misunderstandings disseminated by the Union.

### 6. Free from Coercion

Consistent with the basic tenet of employee choice, the parties want to ensure that employees have expressed their choice from an informed position and are completely free from any coercion by the Company, the Union or any other party or parties. One way to ensure this objective is to have a NLRB conducted election. In the alternative, the Company and the Union agree to use a process that is called "Consent Election." This process will work as follows:

- (1) As part of the access discussions, the parties agree to use "Consent Election".
- (2) The Unions shall initiate the consent election process by providing to a TPN proof of support by means of show of interest cards from 50% + 1 of the employees in the unit. The TPN will then notify Frontier Labor

Relations Staff and request a list of names, job titles and home addresses. The Company will furnish the list within five working days. The Union will also be furnished with the list. The "show of interest" cards will clearly state their purpose and that a secret ballot consent election will be conducted to determine the will of the unit. If the TPN determines that the Union has a sufficient show of interest, he/she will schedule a Consent Election process in accordance with this agreement.

- (3) The election process will be supervised by a mutually selected TPN, whose role is to ensure the integrity of the process itself, and will be conducted within two weeks of the submission of the Union's show of interest to the TPN. Employees will be asked to express their individual preference in a manner that will ensure that their choice will not be known to either party. The TPN will count the votes and advise the parties of the outcome. Consistent with this agreement, a vote of 50% + 1 of those who vote will control. The parties may have an observer present when the TPN counts the ballots.
- (4) In all cases, the election process shall take place within 14 days of receipt and verification of the Union's show of interest cards by the TPN. In those cases where there is no dispute about the composition of the unit, the election process will be held within seven days. The election may be held at the Company location or at a neutral site as agreed by the parties. The cost of using a neutral site will be split equally by the parties.

If there is a dispute as to composition of the unit, the TPN shall decide the issue within an additional seven days.

#### 7. Access Agreement

As soon as reasonably practicable after a request by the CWA for access, Frontier Labor Relations Staff, in conjunction with local management and CWA representatives, will meet to discuss the details related to reasonable access to the unit by the CWA representatives. The Union will be allowed reasonable opportunities for access to Frontier facilities. It is the intent and commitment of Frontier and the CWA that the access agreed upon will not interfere with the operation and other normal and routine business activities, plans and programs of Frontier generally, and specifically, the selected unit. Access agreed upon will be in non-working areas and during employee non-working times. Agreements as to eventful access, such as access to conference rooms, will be reasonable in length and there will be reasonable periods between requests for eventful access. However, an uneventful access, such as a prearranged meeting with an individual employee, will not be affected.

If Frontier and the CWA are unable to agree on reasonable access, the TPN will be asked to resolve the issue. Successful access agreements utilized at other units will be looked to for guidance as to what works and is reasonable. Frontier and the CWA commit that they will reach such an access agreement in each instance in an expeditious manner.

#### 8. Dispute Resolution

- (a) Questions or disputes arising during the course of an organizing effort within a particular unit of non-represented employees will, in all cases, be addressed first by and between the parties themselves and, in particular, Labor Relations Staff in conjunction with local Frontier management and appropriate CWA representatives. It is the intent and desire of Frontier and the CWA that such matters are dealt with by and between the parties themselves, particularly at the local level, without having to resort to the assistance of a third party. It is also agreed, however, that if every good faith and reasonable effort has been made, but the matter unresolved, the process described below will be utilized.
- (b) The TPN will resolve disputes in the manner set forth in this agreement. Either Frontier or the CWA can refer a question or dispute, unresolved after good faith efforts have been made to resolve the dispute locally, to the chosen TPN by providing three working days' written notice to both the other party and the TPN. The notice will provide concise statement of the question or dispute to be addressed and a statement that the parties have attempted in good faith but have been unable to resolve the matter by and between them.

- (c) If the question or dispute involves a matter related to access (i.e., the nature, event, time, location, individuals involved, etc.) the TPN will fully investigate all relevant facts surrounding the question or dispute. The TPN will then call the parties together and attempt to facilitate resolution of or otherwise mediate the matter.

If, after a good faith attempt at facilitated resolution or mediation, the access question or dispute is still not resolved, the TPN will attempt to render an immediate decision, which includes a method or alternative methods of resolving the perceived problem. However, in no event will the TPN take longer than five days thereafter to render a decision. The decision of the TPN will be final and binding and the parties agree to abide by his/her decision. This process, from the time the TPN is contacted to the time his or her opinion is issued, will not take more than 15 days unless the parties agree otherwise.

- (d) If the dispute involves the appropriateness of the bargaining unit the Union seeks to organize and the parties are unable to agree, after negotiating in good faith for a reasonable time, upon the description of an appropriate unit for bargaining, the issue of the description of such unit shall be submitted to TPN and a hearing shall be conducted consistent with the rules of the American Arbitration Association. The TPN shall be confined solely to the determination of the appropriate unit for bargaining and shall be guided in such deliberations by the statutory requirements of the National Labor Relations Act and the decisions of the NLRB and Appellate reviews of such Board decisions.
- (e) Regardless of the type of question or dispute that is submitted to the TPN, the parties will each be given a full opportunity to present their positions and supporting factual information prior to the issuance of any opinion. No written briefs will be submitted. There shall be no ex parte contact with the TPN without the concurrence of all parties. Frontier and CWA believe that matters pertaining to these values are best handled by and between the parties themselves and resort to a TPN should be necessary in only a limited number of cases.

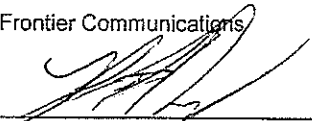
Frontier and the CWA agree that the parties may distribute a decision of the TPN to employees in the selected unit but not outside to the public such as the press.

- (f) The parties agree that the process set forth herein shall be the exclusive means for resolving disputes covered by this dispute resolution process, and neither party will utilize any other forum (e.g. NLRB, federal court, etc.) to address issues subject to resolution pursuant to this process.
- (g) All expenses, resulting from the use of the TPN process, shall be split equally by Frontier and CWA.

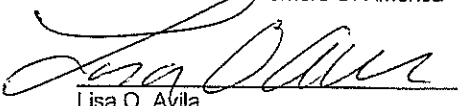
#### 9. Acquisitions and Ventures

The parties recognize the rapidly changing nature and structure of the communications industry. Frontier may acquire (or be acquired by) another entity. It has and may in the future form joint ventures or strategic alliances, may license its brand or technology, or may be a financial investor in other entities. The employees in those entities may be non-represented, represented in whole or in the part of the CWA, or represented in whole or in part by some other labor organization. It is not possible to structure a single rule which will apply to all such circumstances and the Company cannot compel other entities to abide by this agreement.

Frontier Communications

  
Peter Homes  
Director-Labor Relations

Communications Workers Of America

  
Lisa O. Avila  
CWA Representative

Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America

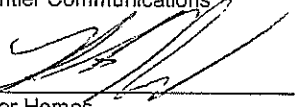
PAYROLL DEDUCTION FOR COPE

Frontier Communications and Communications Workers of America Local 7670 agree to continue the following provisions for the payroll deduction of funds for the CWA Committee on Political Education (COPE) and the Political Action Committee (PAC).

- 1) After receipt of a written authorization form signed by an individual employee and delivered by the Union to the appropriate Company representative, the Company will make collection of CWA/PAC funds once each month through payroll deduction from said employee's pay.
- 2) The Company agrees to remit the amounts so deducted to the designated representative of the Union and to furnish the Union one (1) copy of the list of employees for whom such deductions have been made and the amount of each deduction. The Company also agrees to furnish the Union one (1) copy of a list of employees for whom no deductions have been.
- 3) The Company shall bear the full cost of the undertaking set forth herein except that the Union agrees to furnish the CWA/PAC deduction authorization forms.
- 4) The Union agrees to hold harmless and indemnify the Company against liabilities resulting from the process of CWA/PAC collection from the employees and subsequent transfer to the Union. Any dispute involving the deduction and collection of COPE/PAC funds shall be addressed by the Union and the appropriate Company designee.

This Memorandum of Agreement is effective on September 23, 2018, and shall expire on September 25, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on September 25, 2021, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications

  
\_\_\_\_\_  
Peter Homes  
Director-Labor Relations

Communications Workers Of America

  
\_\_\_\_\_  
Lisa O. Avila  
CWA Representative

Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America

**PENSION PLANS – PENSION MINIMUMS**

1. Frontier Communications and Communications Workers of America Local 7670 agree to the provisions of the Plan for Hourly Employees' Pensions.
2. The following provisions continue to be in place:

<u>Years of Accredited Service</u>	<u>Annual Minimum Pension</u>
40 or more years	\$12,900
35 but less than 40 years	\$11,300
30 but less than 35 years	\$ 9,800
25 but less than 30 years	\$ 8,200
20 but less than 25 years	\$ 6,600
15 but less than 20 years	\$ 5,200

3. For employees who retire on or after July 1, 2010, the present Plan for Hourly Employees' Pensions will be modified to effect the following:


<u>Years of Accredited Service</u>	<u>Annual Minimum Pension</u>
40 or more years	\$13,700
35 but less than 40 years	\$12,000
30 but less than 35 years	\$10,400
25 but less than 30 years	\$ 8,700
20 but less than 25 years	\$ 7,000
15 but less than 20 years	\$ 5,500

4. This Agreement shall become effective as of September 23, 2018, and shall remain in effect until midnight, September 25, 2021, and shall automatically continue in full force and effect thereafter until terminated, or amended, in accordance with the following procedure:

If this Agreement is to be terminated, a written notice must be sent by either party to the other not less than sixty (60) days prior to any date thereafter on which such cancellation is to become effective.

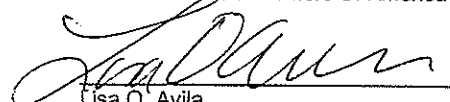
4. This Agreement may be amended or modified by either party giving written notice to the other of such desire to so amend or modify at least sixty (60) days and not more than ninety (90) days prior to the termination date set forth above. The written notice shall contain a full statement as to the amendments or modifications desired.

Frontier Communications



Peter Homes  
Director-Labor Relations

Communications Workers Of America



Lisa O. Avila  
CWA Representative




Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America

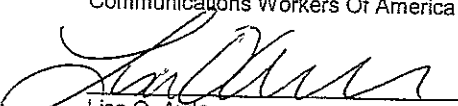
**PENSION PLAN SURVIVOR BENEFITS**

1. Frontier Communications and Communications Workers of America Local 7670 agree to modify the GTE Northwest Incorporated Plan for Hourly-Paid Employees' Pensions. Such modifications are will be effective July 1, 2005, and are subject to applicable law.
2. The existing pre-retirement survivor pension benefit provisions of the Pension Plan shall be amended to provide a pre-retirement survivor pension benefit for an employee who dies, either during active service or prior to commencing a pension benefit, at a time when he or she is unmarried and has accrued at least five years of vesting service.
3. An unmarried employee may, at any time prior to commencing a pension benefit or dying, designate any living person as the designated beneficiary for the pre-retirement survivor pension benefit. The employee may likewise revise the beneficiary designation at any one or more times prior to commencing a pension benefit or dying. A valid beneficiary designation must be on file for the pre-retirement survivor benefit to be paid.
4. For married employees, the spouse will automatically be considered the beneficiary. However, subject to the requirements regarding non-spouse beneficiaries and with spousal consent, a married employee may name a beneficiary other than the spouse. A single individual must be named as beneficiary; an estate or trust may not be named, nor may multiple individuals.
5. Subject to the provisions of the Plan regarding when the benefit is payable, the pre-retirement survivor pension may be distributed as a 65% survivor annuity, or the lump sum equivalent, based upon the beneficiary's election. However, if the beneficiary is not the participant's spouse and is more than 25 years younger than the participant, the survivor benefit will be the 50% survivor annuity or the lump sum equivalent. Any lump sum payment for benefits accrued after December 31, 2012 shall be calculated using the Pension Protection Act interest rate.
6. If a vested employee terminates employment on or after the effective date, the named survivor will be eligible for the survivor pension payable on the date the employee would have reached the age 65. An actuarially reduced benefit may be payable before age 65 if the vested employee would have been eligible for an earlier commencement.
7. In addition, the Pension Plan shall be amended to allow an employee, at the time of commencing a pension benefit, to designate any living person as the beneficiary for any of the forms of joint and survivor annuity offered under the Pension Plan or any of the term-certain forms of benefit. In the case of an employee who is married at the time of commencing a pension, the employee may not designate any beneficiary other than the spouse without complying with the spousal consent rules of the Plan.
8. This Memorandum of Agreement is effective on September 23, 2018 and shall expire on September 25, 2021. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on September 25, 2021 and shall not survive the expiration of this Memorandum of Agreement unless specifically agreed to by the parties in writing.

Frontier Communications

  
Peter Holmes  
Director-Labor Relations

Communications Workers Of America

  
Lisa O. Avila  
CWA Representative

The Company agrees to pay the PRP payout in 2019 for plan year 2018. The payout will be based on performance under the PRP MOA in the 2015 CBA and will be paid out to all bargaining unit employees at 100%.

**Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America**

**PERFORMANCE RECOGNITION PLAN**

1. ~~The Performance Recognition Plan (the "Plan") is designed to encourage and recognize teamwork and exceptional employee performance. The Plan affords employees a means of participating in the growth and success of the Company resulting from improved customer service, productivity and operating competitiveness, and rewards employees with additional income for their efforts.~~
2. ~~The Performance Recognition Plan will be implemented during each calendar year this Agreement is in effect, beginning in 2013 (the "Plan Years" or, individually, "Plan Year").~~
3. ~~For each Plan Year, all non-commissioned employees will be assigned to teams and covered by the Performance Recognition Plan. The Plan will include bonus components, with relative weightings and objectives, as assigned by the Company. The Company will establish and communicate the Plan structure (bonus teams, component objectives, weightings, etc.) no later than March 31 of the Plan Year for which they apply.~~
4. ~~Prior to the company establishing objectives for each component, the company will, at the union's request, meet and discuss such objectives with a designated union representative~~

~~The following are examples of components that may be used:~~

- ~~• Commitments Met on Trouble~~
- ~~• Commitments Met on Service Orders~~
- ~~• Repeat Trouble Calls~~
- ~~• Repeat Service Order Calls~~
- ~~• Mean Time to Repair (MTTR)~~
- ~~• Preventative Maintenance Plan (PMP)~~
- ~~• Access Line Net Activations~~
- ~~• High Speed Internet Net Activations~~
- ~~• Revenue/Sales Goal(s)~~
- ~~• Other Business Related Components As Determined Necessary~~

5. ~~For each Plan Year, the available bonus pool will be 2% of the gross annual base pay at the top rate for the employee's classification. The annual payout may be higher or lower than the available bonus pool based on team performance. The maximum annual payout percentage is 150% of the available bonus pool for each classification. Any payment under this plan shall be net of applicable taxes and any other employee authorized deductions pursuant to any applicable plan documents.~~
6. ~~Performance Recognition Plan bonus awards will be paid to eligible and participating employees no later than March 31 of the year following the Plan Year.~~
  - (a) ~~In order to be eligible for this payment, employees must be on the payroll as of December 1 of the Plan Year (e.g., December 1, 2013 for the bonus paid in March 2014). For employees who are laid off or who retire during the Plan Year, and for employees who resign before the payout date, this December 1 eligibility date does not apply; for those employees, the bonus will instead be prorated based on the number of full months the employee worked during the Plan Year.~~

- ~~(b) For new hires and for employees who are not actively at work for 30 or more consecutive calendar days during the Plan Year, the bonus will be prorated based on the number of full months the employee is actively at work during the Plan Year.~~
- ~~(c) An Employee transferring or changing bonus teams for any reason during the year will receive a bonus based upon the bonus team in which the employee resides at the end of Plan Year (December 31). Awards will not be prorated based on the time spent with each team.~~
- ~~(d) Employees who are discharged for cause before the payout date are ineligible for any bonus payout.~~

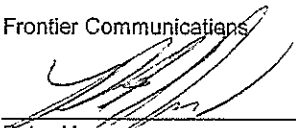
~~Frontier Communications \_\_\_\_\_ Communication Workers of America~~

~~Al Gettler \_\_\_\_\_ Susie McAllister~~  
~~Director Labor Relations \_\_\_\_\_ CWA Representative~~

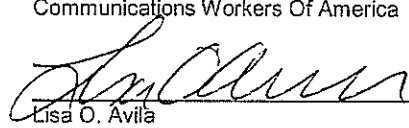
Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America  
  
**PERSONAL LINES OF INSURANCE (PLI)**

1. Frontier Communications agrees to continue to make available, without endorsement, the opportunity for regular full- or part-time hourly employees of the Company who are covered by the Collective Bargaining Agreement to purchase automobile, home, and other personal property and casualty insurance through payroll deduction.
2. Personal Lines of Insurance will be administered solely in accordance with its provisions, and no matter concerning Personal Lines of Insurance or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of Personal Lines of Insurance and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.
3. The Company reserves the right at any time, and from time to time, to modify or amend in whole or part, any and all provisions of the agreement with the Insurance Carrier, to change Insurance Carriers, or to terminate the agreement with the Insurance Carrier.
5. This Memorandum of Agreement is effective on September 23, 2018, and shall expire on September 25, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on September 25, 2021, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications

  
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Peter Homes  
Director-Labor Relations

Communications Workers Of America

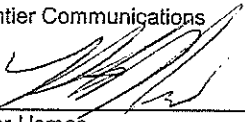
  
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Lisa O. Avila  
CWA Representative

Memorandum of Agreement  
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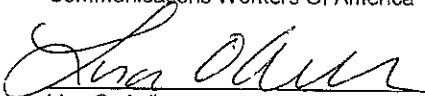
PRESCRIPTION IDENTIFICATION CARD (PIC)

1. Frontier Communications and Communications Workers of America Local 7670 agree to extend the provisions of the Prescription Identification Card (PIC) program to employees and their eligible dependents enrolled in the sponsored Medical Plan.
2. Once employees who are covered under the sponsored medical plan retire, they and their eligible dependents may continue to participate in this PIC plan on the same basis as active employees as long as they remain enrolled in the sponsored medical plan.
3. PIC will be administered solely in accordance with its provisions, and no matter concerning PIC or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the PIC carrier, the administration of PIC and all of the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, or administration shall be determined by and at the sole discretion of the Company.
4. The Company shall have the right to amend PIC in any way, including the selection of the PIC carrier. However, any amendment diminishing the level of benefits contained in this Memorandum of Agreement or increasing the cost per prescription to the employee/dependent will be limited to those changes applicable to salaried employees.
6. This Memorandum of Agreement is effective on September 23, 2018, and shall expire on September 25, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on September 25, 2021, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications

  
Peter Homes  
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Communications Workers Of America

  
Lisa O. Avila  
CWA Representative

Memorandum of Agreement  
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Frontier Communications  
And  
Communications Workers of America

**SHORT-TERM DISABILITY (STD) ADMINISTRATION**

This will serve as a confirmation of our agreement regarding the Short-term Disability Administration. In an effort to promote the Partnership, we have agreed to the following:

Prior to the transition of short-term disability administration to CORE, bargaining unit employees were required to be under the care of a physician and provide medical evidence of disability after being absent for three (3) days. On August 2, 1999, when short-term disability administration transitioned to CORE, a trial was arranged that modified the time requirement for an employee to make application for short-term disability to after five (5) working days. Effective January 1, 2013, employees shall be required to report any absence that exceeds three (3) work days to the disability vendor for consideration of Short term disability payment/FMLA benefits. Failure to report an absence timely could result in a denial or a delay of benefits.

Disability utilization is expressed as a percentage of scheduled hours (sick and FMLA time related to the employee's own health, divided by scheduled hours) using standard Company reports. During the trial the Company regularly communicated the benchmark percentage utilization figures to the Union.

This trial went forward with the understanding that it could continue as long as bargaining unit utilization of short-term disability remained at or below the utilization level at the time of transition. If such utilization increased over the benchmark level, the Company could revert to the previous requirement.


The trial has ended;

It is understood that the Company retains the right to require medical verification of disability at any time on an exception basis when circumstances warrant.

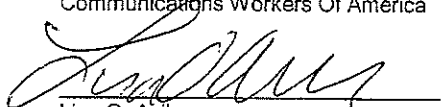
If this Agreement is to be terminated, a written notice must be sent by either party to the other not less than thirty (30) days prior to any date thereafter on which such cancellation is to become effective.

This Memorandum of Agreement is effective on, September 23, 2018 and shall expire on December 31, 2021 The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on December 31, 2021 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications

  
Peter Homes  
Director-Labor Relations

Communications Workers Of America

  
Lisa O. Avila  
CWA Representative

Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America

**SUPPLEMENTAL TERM LIFE INSURANCE**

1. Effective July 1, 2005, Frontier Communications agrees to make available, without endorsement, the opportunity for employees to enroll in Supplemental Term Life Insurance.
2. For a summary of details refer to the Life Insurance Summary Plan Description (SPD).
3. Supplemental Term Life Insurance will be administered solely in accordance with its provisions, and no matter concerning Supplemental Term Life Insurance or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of Supplemental Term Life Insurance and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.
4. Effective January 1, 2013, children of employees will only be able to participate in program to age 19, or 23 if a full time student.
5. This Memorandum of Agreement is effective September 23, 2018, and shall expire on September 25, 2021 . The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Supplemental Term Life Insurance, shall also terminate on September 25, 2021, and shall not survive the expiration of this Memorandum of Agreement unless specifically agreed to by the parties in writing.

Frontier Communications

Communications Workers  
of America

Peter Homes  
Director – Labor Relations

Lisa O. Avila  
CWA Representative

Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America

**TELEPHONE CONCESSION**

Frontier Communications and Communications Workers of America Local 7670 agree to provide telephone service concession in accordance with Company policy at 50% and eliminate concession to employees who have non-published telephone service. The parties further agree to eliminate the telephone concession payment for employees living in non Frontier territory as follows:

1. Employees hired January 1, 1994, and thereafter living in non- Frontier territory will receive no telephone concession.
2. Employees who relocate to a location which is in non- Frontier territory shall not be entitled to the telephone concession.

Employees retiring January 1, 1994, and thereafter shall continue to receive a telephone concession consistent with the terms of this Memorandum of Agreement.

This Memorandum of Agreement is effective on September 23, 2018, and shall expire on September 25, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on September 25, 2021, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications

Communication Workers of America

Peter Homes  
Director Labor Relations

Lisa O. Avila  
CWA Representative



MEMORANDUM OF AGREEMENT  
Between  
FRONTIER COMMUNICATIONS  
And  
COMMUNICATIONS WORKERS OF AMERICA  
(CWA)

**UNION LEAVE OF ABSENCE**

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union") and Frontier Communications (hereafter "the Company") have collective bargaining relationships throughout the United States;

WHEREAS former Frontier Communications/CWA bargaining unit employees have become full-time employees of the CWA or its local affiliates:

WHEREAS the treatment of such CWA employees for Frontier Communications pension benefit credit varies both among former Frontier Communications/CWA bargaining units and between CWA and local affiliate employment; and

WHEREAS other employers in Frontier's industry permit similarly situated employees greater pension benefits credit than does Frontier:

NOW THEREFORE FRONTIER COMMUNICATIONS AND CWA agree as follows:

1. Any full time employee of a Frontier Company in a CWA bargaining unit who becomes a full-time employee of either CWA or a CWA local affiliate (a "Frontier-Union employee") shall be entitled to be on leave of absence status from Frontier. While on such leave status, the Frontier-Union employee shall continue to accumulate seniority and shall retain return rights to the bargaining unit.
2. While on leave of absence status, a Frontier-Union employee shall accrue Accredited Service under the Frontier Pension Plan in which the employee actively participated while a bargaining unit employee until either:
  - a. The Frontier-Union employee ends his/her full-time employment with the CWA or a local affiliate; or
  - b. The Frontier-Union employee retires from Frontier or otherwise affirmatively relinquishes his/her leave of absence; or
  - c. The aggregate length of all such leaves of absence equals fifteen (15) years.
    - i. Effective January 1, 2002 the aggregate length of all such leaves of absence equals eighteen (18) years.
    - ii. Effective January 1, 2004 the aggregate length of all such leaves of absence equals twenty (20) years.
3. This provision will apply retroactively, providing that to be eligible for retroactive leave of absence status and pension benefit credits as described hereinabove, the Frontier-Union employee must have been a current full-time CWA or local affiliate employee on March 1, 2000, and must not have as of that date retired or received a voluntary separation benefit from-Frontier.
4. In the event that any court of competent jurisdiction finds this Agreement to be unlawful, it shall be null and void as of the date of its execution, but Frontier and the CWA will immediately negotiate in good faith to provide the most equivalent lawful benefit for Frontier-Union employees.

Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America

**VACATION DONATION**

The Company and the Union agree to permit employees to donate their vacation time to their coworkers subject to the following guidelines:

7. The need to receive donated vacation time must be related to the catastrophic illness or injury of the employee or a member of his/her immediate family as defined in Section 19.11.3 or due to an unexpected dire situation.
8. Employees must exhaust all eligible paid time prior to utilizing donated vacation.
9. The maximum number of donated vacation days an employee can receive is twenty (20) days, unless expanded by mutual agreement.
10. Each employee may donate up to the maximum number of days provided for by Company policy. Donating employees must be from the same department as the receiving employee.
11. Once the Company determines that an employee's situation qualifies to receive donated vacation, the Department Manager and local Union Representative will let employees know about the option to donate a vacation day to the coworker. The situation should be handled as discreetly as possible to avoid embarrassment to the employee in need and to avoid coworkers feeling obligated to donate their time.
12. The employee in need cannot personally solicit other employees to donate their vacation.
13. None of the provisions of this agreement is subject to the grievance or arbitration process.
14. This agreement can be cancelled by either party with 30 days' notice.

This Memorandum of Agreement is effective on September 23, 2018, and shall expire on September 25, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on September 25, 2021, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications

Communication Workers of America

Peter Homes  
Director Labor Relations

Lisa O. Avila  
CWA Representative

Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America

**VEHICLE MAINTENANCE MECHANIC and  
VEHICLE MAINTENANCE TECHNICIAN**

Frontier Communications and Communications Workers of America Local 7670 agree to the following:

**VEHICLE MAINTENANCE MECHANIC and VEHICLE MAINTENANCE TECHNICIAN**

- A. The opportunity to prepare for the certification requirement will include Company provided funding for initial testing for the required Automotive Service Excellence (ASE) certifications. The Company will provide funding for the initial retesting for the required ASE certifications.
- B. Company provided training necessary to prepare for the qualification criteria will be on Company time. Supplemental training sought by the employee through tuition aid will be on the employee's time.
- C. An employee holding the classification of Vehicle Maintenance Mechanic may be upgraded to the classification of Vehicle Maintenance Technician in Wage Schedule 10/EJ upon attainment of an ASE Masters Certification.
- D. An employee is required to maintain an ASE Masters Certification in order to remain in the Vehicle Maintenance Technician classification. If s/he fails to keep his/her certification current, s/he may be reclassified to Vehicle Maintenance Mechanic and immediately move to Wage Schedule 9/EI.

This Memorandum of Agreement is effective on September 23, 2018, and shall expire on September 25, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on September 25, 2021, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications

Communication Workers of America

Peter Homes  
Director Labor Relations

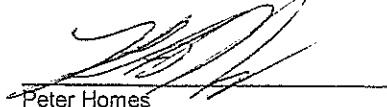
Lisa O. Avila  
CWA Representative

Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America

VISION PLAN

1. Frontier Communications and the Communications Workers of America Local 7670 agree to continue the provisions of the Vision Plan set forth in this Memorandum of Agreement.
2. For a summary of details, refer to the attachment entitled Vision Plan Highlights.
3. Some of the major provisions include:
  - No annual deductible
  - Eye exam every twelve months
  - One pair of prescription eyeglasses or contact lenses every twenty-four (24) months
4. Employees eligible to participate in the Company-sponsored Indemnity Medical Plan are automatically enrolled in the Vision Plan. Dependent children shall be eligible for vision benefits up to age 19, or 23 if a full-time student.
5. The cost of the Vision Plan coverage will be paid by the Company.
6. The amount and availability of benefits under the Vision Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the Vision Plan, selection of the insurance carrier, eligibility for the benefits, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving Vision Plan terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the Collective Bargaining Agreement.
7. This Memorandum of Agreement is effective on September 23, 2018, and shall expire on September 25, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the Vision Plan, shall terminate on September 25, 2021 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications



Peter Homes  
Director-Labor Relations

Communications Workers Of America



Lisa O. Avila  
CWA Representative

**VISION PLAN HIGHLIGHTS – Up to December 31, 2021**

<b>Feature</b>	<b>Participating Provider</b>	<b>Non-participating Provider</b>
Annual Deductible	None	None
Eye Exam (Once every 12 months)	You pay the network provider a \$25 co-payment.  No claim filing is required.	You pay the expense in full and file a claim with Davis Vision.  The Plan reimburses you up to \$25.
Lenses and Frames (Once every 24 months)*	You pay the network provider a \$75 co-payment for lenses <b>and</b> frames or \$37.50 for just lenses <b>or</b> frames.	You pay the expense in full and file a claim with Davis Vision.  The Plan reimburses you up to \$25 for lenses <b>and</b> \$25 for frames for a maximum reimbursement of \$50.
Contact Lenses (Once every 24 months)*	You pay nothing for standard-wear, soft, daily-wear, or disposable contact lenses.  Discounts available for replacement lenses.	You pay the expense in full and file a claim with Davis Vision.  The Plan reimburses you up to \$50.
Laser Vision Correction	Discounts available.	No discounts available.
<b>Limited to one pair of prescription eyeglasses or one pair of prescription contact lenses every 24 months.</b>		

**Additional Provisions**

Two or more opticians, optometrists, or ophthalmologists within twenty (20) miles of the employee's home.  
Employees that have no provider within twenty (20) miles can use the Out-of-Area Provision.

**Out-of-Area Provisions**

Steps to find an Out-of-Area Provider:

Call Davis Vision when ready to schedule an appointment for services. The number for Davis Vision can be obtained from the **Frontier** Benefits Center.

Ask the Member Service Associate to locate a non-participating provider (NPP) or give them the name and address of a local provider. Davis Vision will contact the provider to arrange in-network vision care services for you and will contact you with an authorization to receive your services.

Employee will receive the participating provider benefits.

VSP Effective 1/1/2013

Covered Services	In-Network	Out-of-Network
Eye Exam (once every 12 months)	100%, after \$25 copay	Up to \$38
Lenses (once every 12 months) <sup>(1)</sup>		
Single Vision	100%	Up to \$37
Bifocal	100%	Up to \$60
Trifocal	100%	Up to \$66
Lenticular	100%	Up to \$80
Frames (once every 24 months)	100%, up to a max of \$105	Up to \$35
Contact lenses (once every 12 months instead of glasses)		
Medically Necessary	100%, up to a max of \$165	Up to \$165
Elective	100%, up to a max of \$105	Up to \$105

(1). The plan pays up to an in-network reimbursement scheduled amount for covered services.

Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America

**VOLUNTARY EMPLOYEES BENEFICIARY ASSOCIATION (VEBA)**

Frontier Communications (hereinafter referred to as the Company) and Communications Workers of America Local 7670 (hereinafter referred to as the Union) hereby mutually agree to the establishment of an Internal Revenue Code Section 501 (c) (9) trust (also known as Voluntary Employees Beneficiary Association trust) to provide for the payment of medical or other permissible welfare benefits and administrative service costs ("Retiree Medical Benefits") for eligible full time employees who retire(d) between January 1, 1993, through September 22, 2021 with a service or disability pension under the Frontier Communications Pension Plan and their beneficiaries (hereinafter referred to as the Eligible Participants). This trust is being established to provide benefit security for the term of this Memorandum of Agreement.

1. The funding and operation of this trust will be determined by the Company based on reasonable financial standards (and where applicable, regulatory approval for recovery).
2. The Company agrees that funds placed into this trust will be used exclusively to pay for the benefits and administrative costs described below or for any other purpose permitted by law.
3. Effective January 1, 1997, the level and type of Retiree Medical Benefits for the Eligible Participants shall be governed by the Frontier RETIREE OPTIONS Summary Plan Description, which may be amended or discontinued by the Company at its discretion subject to paragraph 8 below.
4. In order to receive Retiree Medical Benefits, the retiree must pay a percentage/amount of the Retiree Medical premium ("Retiree Contribution Percentage/Amount"). Similarly, the Company will pay a percentage/amount of the premium ("Company Contribution Percentage/Amount"), subject to Section 5 below.
5. During the term of this Memorandum of Agreement, the Company and Retiree Contribution Percentage/Amount will be based on the following contribution schedule:
  - A. For eligible employees who retire(d) between January 1, 2003, and September 22, 2021:

<u>Years of Accredited Service at Retirement</u>	<u>Company Contribution Percentage</u>	<u>Retiree Contribution Percentage/Amount</u>
Less than 10	0%	100%
10 through 14	20%	80%
15 through 19	40%	60%
20 through 24	60%	40%
25 through 29	80%	20%
30 and over	90%	10%

- B. For eligible employees who retired between January 1, 1994, and December 31, 2002, who are not covered by Medicare:

<u>Age at Retirement</u>	<u>Company Contribution Percentage</u>	<u>Retiree Contribution Percentage</u>
Less than 60	0%	100%
60 through 65 (for retiree or retiree plus one dependent)	95%	5%

- C. For eligible employees who retired prior to January 1, 1994, who are not covered by Medicare:

<u>Age at Retirement</u>	<u>Company Contribution Percentage</u>	<u>Retiree Contribution Percentage</u>
Less than 62	0%	100%
62 through 65 (for family coverage)	90%	10%

D. Eligible Participants who are Medicare-covered retirees (per eligible life):

<u>Retiree Contribution</u> <u>Years of Accredited</u> <u>Service at Retirement</u>	<u>Percentage (of Medicare</u> <u>Supplement Premium)</u>
Less than 10	100%
10 through 14	80%
15 through 19	60%
20 through 24	40%
25 through 29	20%
30 and over	10%

**Note:** Retirees and covered dependents independently move to the Retiree Contribution Percentage/Amount of the Medicare Supplement Premium when they become Medicare eligible.

5. (a) The Company shall determine the cost of providing Retiree Medical Coverage ("Retiree Medical Benefits Premiums"). Further, it is the Company's intention to cap the amount it pays toward such Retiree Medical Benefits Premiums for employees who retire on or after January 1, 1997.

(b) When the Retiree Medical Benefits Premiums for the \$350 deductible coverage option under Frontier RETIREE OPTIONS reach the figures set forth in the chart below ("Capped Retiree Medical Benefits Premiums"), during the period through February 28, 2005, or when the Retiree Medical Benefits Premiums for the \$400 deductible coverage option reach the figures set forth in the chart below during the period from March 1, 2005, through September 22, 2021, the Company Contribution Amount shall be capped and the Company shall make no additional contributions toward Retiree Medical Benefits Premiums.

Capped Retiree Medical Benefits Premium

Coverage Category	Through 2/28/05	As of 3/1/05	As Of 1/1/13
Retiree only \$ 6,314 (primary coverage)	\$11,500	\$8,000	
Retiree plus one \$12,628 dependent coverage	\$23,000	\$16,000	
Family coverage \$14,144	\$26,000	eliminated	
Medicare covered \$ 1,642 retiree (per eligible life)	\$ 4,900	\$3,675	

(c) The Maximum Company Contribution Percentage Amount applicable to each Coverage Category shall be determined by multiplying the applicable Company Contribution Percentage times the Capped Retiree Medical Benefits Premium as set forth above for that coverage. The applicable Maximum Company Contribution Amount shall not increase when the Retiree Medical Benefits Premium exceeds the amount set forth in the chart above.

6. In order to receive Retiree Medical Benefits, the retiree must pay the Company the amount the Retiree Medical Premium exceeds the Company Contribution Amount as described in paragraphs 4 and 5 above ("Retiree Contribution Amount"). When the Retiree Medical Benefits Premium reaches or exceeds the Capped Retiree Medical Benefit premium, the retiree must pay the Company the amount the Retiree Medical Benefits Premium exceeds the Maximum Company Contribution Amount.

7. The Capped Retiree Medical Benefits Premium and the Maximum Company Contribution Amount set forth in paragraph 5 above is based upon the \$350 deductible coverage option for the period through February 28, 2005, and the \$400 deductible coverage option for the period from March 1, 2005 through September 26, 2009. If the retiree elects the \$150 deductible coverage option, during the period through February 28, 2005, the Retiree Contribution Amount will increase by the amount the \$150 deductible coverage option exceeds the \$350 deductible coverage option during that period.

If the retiree elects the \$200 deductible coverage option, during the period from March 1, 2005, through September 26, 2009, the Retiree Contribution Amount will increase by the amount the \$200 deductible coverage option exceeds the \$400 deductible coverage option during that period. If the retiree elects the \$1,000 deductible coverage option, the Retiree contribution amount will decrease by the amount the \$1,000 deductible coverage option is less than the \$350 deductible coverage option (not to exceed zero) during the period through February 28, 2005, and by the amount it is less than the \$400 deductible coverage option during the period from March 1, 2005, through September 22, 2021. When the Retiree Medical Benefit Premiums for the \$350 deductible coverage option reach the amounts set forth in the chart in paragraph 5 during the period through February 28, 2005, or when the Retiree Medical Benefit Premiums for the \$400 deductible coverage option reach the amounts set forth in the chart in paragraph 5 during the period from March 1, 2005, through September 22, 2021, the Company Contribution amount for all coverage options, including the



\$150 deductible coverage option, available through February 28, 2005, the \$200 deductible coverage option, available from March 1, 2005, through September 22, 2021, and the \$1,000 deductible coverage option, shall be capped at that time and the Company shall make no additional contributions toward Retiree Medical Benefits.


8. Employees hired after December 31, 2012 shall not be eligible for retiree medical benefits

9. The Company agrees to notify the Union and to discuss its actions should the Company determine that the funding or operation of the trust and/or applicable sections of this Memorandum of Agreement, other than pooling of claims experience and those sections relating to the level and type of Retiree Medical Benefits, need to be modified or rescinded prior to the expiration of the Articles of Agreement. This notification will take place, in writing, within fifteen (15) calendar days prior to the date of modification or rescission. This notification will specify the cause for and affect of this action. If the parties are unable to reach agreement on such changes, the funding or operation of the trust and/or applicable sections of this Memorandum of Agreement, other than pooling of claims experience and those sections relating to the level and type of Retiree Medical Benefits, will be modified or rescinded at the Company's discretion.

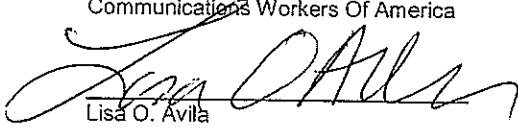
10. The funding and operation of the trust, the level and administration of the Retiree Medical Benefits; amount or cost of premiums, premium pricing mechanisms; the attainment of the Maximum Company Contribution Amount; the selection of the claims administrator, alternate health carrier or insurance carrier; eligibility for the benefits; all terms and conditions related hereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.

11. This Memorandum of Agreement is effective September 23, 2018 and shall be in effect for the duration of this Agreement. The parties specifically agree that this Memorandum of Agreement, the Retiree Medical Benefits described herein, and the terms and conditions set forth in this Memorandum of Agreement relating to Retiree Medical Benefits, including but not limited to the Maximum Company Contribution amount and the level and type of Retiree Medical Benefits, shall terminate on September 25, 2021 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications

  
Peter Homes  
Director-Labor Relations

Communications Workers Of America


  
Lisa O. Avila  
CWA Representative

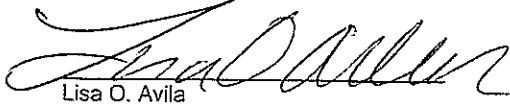
Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America

**VOLUNTARY EXCUSED TIME LEAVE OF ABSENCE**

1. Frontier Communications and Communications Workers of America Local 7670 agree to the provisions concerning a Voluntary Excused Time Leave of Absence set forth in this Memorandum of Agreement.
2. The purpose of a Voluntary Excused Time Leave of Absence shall be to provide an alternative method of temporarily adjusting the size of the work force for up to four (4) months in a calendar year. The Voluntary Excused Time Leave of Absence would be in lieu of the layoff provisions as provided for in Article 14 of the Collective Bargaining Agreement.
3. The total period of a Voluntary Excused Time Leave of Absence will not exceed four (4) months. Voluntary Excused Time Leaves of Absence will be offered by seeking volunteers from the affected classification, workgroup in a permanent headquarters. This will be done at least 30 days prior to the effective date. The decision to offer Voluntary Excused Time Leaves of Absence, the time frame or duration of the leave, the number of Voluntary Excused Time Leaves of Absence authorized, the location, and the classification affected will be at the sole discretion of management.
4. If the number of volunteers is not sufficient, management may then lay off the excess remaining employees in accordance with Article 14 of the Collective Bargaining Agreement. If more employees volunteer than needed, management will allow the most senior of the volunteers to take the Voluntary Excused Time Leave of Absence.
5. While on a Voluntary Excused Time Leave of Absence, eligible employees shall continue to receive Company-paid life insurance, medical/dental insurance, and telephone concession benefits to the extent provided to active employees.
6. Employees granted a Voluntary Excused Time Leave of Absence will be required to take all unused or remaining vacation (or bank if eligible) and personal holiday time prior to the end of the calendar year in which the leave is to begin. In addition, employees will be required to use all vacation time (or bank if eligible) scheduled during the month(s) of the calendar year in which the Voluntary Excused Time Leave of Absence ends.
7. All Voluntary Excused Time Leaves of Absence are without pay and are subject to approval by management. Employees are not eligible for short-term disability benefits during this time. Application of unemployment compensation will not be contested by the Company.
8. This agreement shall in no way limit management from using other company employees to perform work assignments of the nature performed previously by an employee who may be on a Voluntary Excused Time Leave of Absence.
9. Employees granted a Voluntary Excused Time Leave of Absence shall receive accredited service and seniority for the period of the Voluntary Excused Time Leave of Absence.
10. At the end of the approved Voluntary Excused Time Leave of Absence, employees will be returned to their previous classification, workgroup, and permanent headquarters.
11. Employees are required to return to work on the agreed-upon date. Failure to return on the expected return date, for other than a personal compelling reason as determined by management, will result in termination of employment. Should an employee be unable to return to work due to personal illness or injury and that illness or injury would be covered by the Company's short-term disability benefits, the employee may apply for short-term disability benefits for the remainder of the time that would normally be covered by short-term disability benefits.
12. All contractual provisions of the Collective Bargaining Agreement which covers adjustments to the work force will apply to these volunteers for the duration of the Voluntary Excused Time Leave of Absence if the provisions are exercised by the Company.

This Memorandum of Agreement is effective on September 23, 2018, and shall expire on September 25, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on September 25, 2021, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications  
  
Peter Homes  
Director-Labor Relations

Communications Workers Of America  
  
Lisa O. Avila  
CWA Representative

Memorandum of Agreement  
Between  
Frontier Communications  
And  
Communications Workers of America  
Work Assignment Flexibility and Job Security

In recognition of intensifying competition throughout the industry and in our service areas in Idaho and Eastern Washington, as well as the growing importance of maximizing customer satisfaction and operational efficiencies to stave off competitive inroads, the Company and the Union agree to the following:

1. Whenever possible, and consistent with operational efficiencies as determined by the Company, an employee is expected to complete an entire job assignment, whether or not some of the tasks necessary to complete the job are normally performed by employees in a different job classification, if qualified and trained and having the proper equipment to complete the job. The Company, the Union, and employees will continue to work together to improve customer service and operational efficiency.
2. In order to complete a job in a single dispatch and/or work assignment, as provided for in Paragraph 1, an employee who is assigned to, or performs, work that is normally performed by a different classification, may do so during the scheduled and nonscheduled hours of the classification and work groups that normally perform the work in question.
3. The parties' overriding objective is to utilize employees in a common sense manner to complete work, wherever possible, in a single dispatch or assignment, and to avoid the inconveniences to customers, operational inefficiencies, and overall competitive disadvantages associated with dispatching or assigning more employees than are needed to efficiently and safely complete a job.
4. Both the Company and the Union recognize that long term job security with the Company is dependent upon meeting and beating the competitive challenge, and that overall job security is enhanced through employees enhancing their skills and broadening the scope of work they are qualified to perform.
5. Continued training, on and off the job, is a critical component of enhanced job security. In recognition of the importance of self-motivated training, the Company will pay all technicians an hourly differential for attaining and maintaining the following certifications:

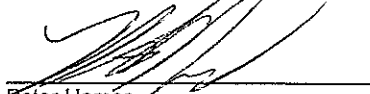
(1) Comp TIA A+	\$0.25 per hour increase
(2) Comp TIA Network +	\$0.50 per hour increase
(3) CWTS	\$0.25 per hour increase
(4) Comp TIA Mobility +	\$0.25 per hour increase
(5) CCNA	\$0.50 per hour increase

Additional certifications may be added to this list at the Company's discretion or with the Company's approval. The Union may propose additional certifications on an annual basis.

Training and preparation for the certification (including taking the certification test) shall occur during non-working hours. If any of these certifications become a requirement of any classification the Company will provide all training during work hours.

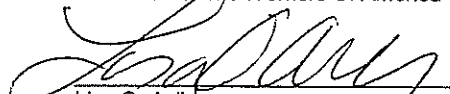
6. The Company will pay for the testing fee and book fee associated with the above courses.
7. The Company and Union recognize the technologies used to provide communications services will continue to evolve. It is in the interest of the Company and the Union to work together to make the introduction of new technologies successful. To that end the Company shall notify the Union as soon as possible after the decision is made to deploy new technologies. The Company and the Union will work together to maximize the opportunities for the existing bargaining unit workforce to receive adequate training where necessary to be able to perform the work created or modified by the introduction of the technologies or methods.

Frontier Communications



Peter Homes  
Director-Labor Relations

Communications Workers Of America



Lisa O. Avila  
CWA Representative

LETTER OF INTENT

Between

FRONTIER COMMUNICATIONS

And

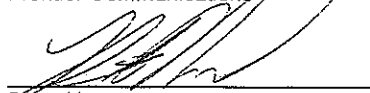
COMMUNICATION WORKERS OF AMERICA – 7670

(Part-Time and Seasonal Employee Benefit Elimination)

The Company proposed in negotiations, and the Union ultimately agreed that Part-time employees will only be eligible for Education & Life-Long Learning, 401 (k), and Vacation benefits and Seasonal Employees would not be eligible for any benefits. Despite this limited impact, the Union has shared with the Company that current employees are concerned that with the reduction of benefit coverage for Part-Timer employees and the elimination of benefits for Seasonal employees could pave the way for the Company to reduce regular Full-time employees and increase the number of Part-time employees in the future. In response to this concern, and more importantly, since even before acquiring the Verizon properties in 2010, the Company has never sought to utilize Part-time or Seasonal employees in an effort to circumvent the hiring/retention of regular Full-time employees. The Company has stated that it has no plans to seek employing Part-time and/or Seasonal employees in favor of regular Full-time employees nor is it contemplating moving in this direction in the future. Should this concern surface in the future, the parties agreed to meet and discuss this matter.

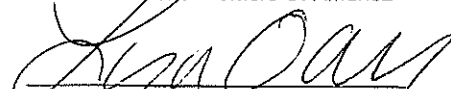
This Letter of Intent is effective upon ratification and shall expire on September 25, 2021. The parties specifically agree that the terms and conditions set forth in this Memorandum of agreement shall also terminate on September 25, 2021, and shall not survive the expiration of this Letter of Intent unless agreed to by the parties in writing.

Frontier Communications



Peter Homes  
Director-Labor Relations

Communications Workers Of America



Lisa O. Avila  
CWA Representative

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**FRONTIER COMMUNICATIONS**

**And**

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For the Company:

Peter Homes  
Director - Labor Relations

For the Union:

Lisa O. Avila  
CWA Representative

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