

ARTICLES OF AGREEMENT

between

**FRONTIER COMMUNICATIONS, INC.
(WESTERN NORTH CAROLINA)**

AND

**COMMUNICATIONS WORKERS
OF AMERICA**

April 24, 2022 through April 25, 2026

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ARTICLES OF AGREEMENT
between
COMMUNICATIONS WORKERS
OF AMERICA
and
FRONTIER COMMUNICATIONS, INCORPORATED
(WESTERN NORTH CAROLINA)

This Agreement, made this 24th day of April **2022** shall remain in effect until midnight **April 25, 2026**, by and between Communications Workers of America, hereinafter called the Union and Frontier Communications, Inc. (Western North Carolina), its successor and assigns, hereinafter called the Company.

WHEREAS, the Union and the Company desire to enter into an agreement with respect to the recognition of the Union as the exclusive bargaining representative of the employees within said unit, and for other purposes hereinafter set out: NOW THEREFORE, the parties do agree as follows:

WITNESSETH:

The Company hereby recognizes the Union, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, as the exclusive bargaining representative of all employees of the Company except for professional employees, confidential secretaries, Supervisors and Guards as defined in the National Labor Relations Act as amended.

It is the objective of the parties that the obligation of the Company for successful operation of its business and the fulfillment of its responsibilities to the employees and the public which it serves covered by this agreement be carried on without interference arising from differences between the parties. It is, therefore, the intent of the parties hereto to set forth herein their agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the Company, the Union, and the Employees covered by this agreement; to provide procedures for equitable adjustment of grievances to prevent lockouts, interruptions of work, work stoppages, strikes, or other interferences with the work of the Company during the life of this Agreement; and to promote harmonious relations between the Company, its employees and the Union.

The Union and the Company, in consideration of mutual covenants herein contained, agree that during the effective life of this Agreement the following provisions shall remain unchanged and shall govern the relationship between the parties. Except as those rights which are expressly limited by this Agreement, the Company will have the inherent right to manage the Business.

ARTICLE 1

Definitions

1.01 Accredited Service (Unit Seniority)

An employee who has any breaks in service will be eligible for reinstatement of former service. Bridging of service will be determined by the following and will affect the Company anniversary and seniority date:

- A. Breaks in continuous employment of less than five (5) years will be bridged immediately upon rehire or return from leave.
- B. Breaks in continuous employment which exceed five (5) years will be bridged immediately if the length of prior continuous employment exceeds the break in service.
- C. If the break in service exceeds five (5) years and is longer than the length of previous continuous employment, bridging will occur at the end of a five-year period of continuous service after reemployment.

Any employee transferring into the Company from other companies within the Frontier Communications, Inc. system shall be given full credit in computing their seniority for all time continuously worked under the Frontier Communications, Inc. system and/or their predecessor companies. Employees represented by a bargaining unit shall be given credit as defined above as long as there is a reciprocal agreement between CWA Local 3673 and the employee's former bargaining unit.

- D. When two (2) or more employees have the same seniority date, the employee having the lower social security number (considering only the last four (4) digits) will be senior.

Effective January 1, 2001, when an employee's employment has been terminated and thereafter he/she is reemployed and accumulates 1,000 hours of accredited service, then the break in the employees' employment shall be bridged and there shall be added to the 1,000 hours of accredited service which has accumulated since his/her employment, the period of all accredited service which the employee had previously accumulated provided such prior accredited service equaled or exceeded six (6) months. Official Company records shall be used for the verification of all prior service. An employee's accredited service date based on continuous service (no breaks in employment) will be used for determining an employee's seniority date.

Effective January 1, 2001, employees transferred by the Company from non-bargaining unit positions into this bargaining unit shall have their continuity of service protected and shall be able to utilize immediately previous continuous service in this bargaining unit for calculation of their unit seniority date after being returned to this bargaining unit. This shall

not result in the displacement of any employee in this bargaining unit.

1.02 Basic Wages

The rates of pay, exclusive of all differential or extra payments, as shown in Appendix "A".

1.03 Calendar Week

A consecutive pay period of seven days, the first day of which is Sunday.

1.04 Call-Out

A. A call of an employee to perform non-scheduled work for the Company.

1. If the time worked immediately follows and connects (as defined in Section 1.04) with regularly scheduled time, it shall not be considered a call-out.
2. Call-out pay shall be at the applicable rate for the time worked, with a minimum of two (2) hours pay at the overtime rate. Call-out pay begins when the employee reaches the job site or their normal reporting center.
 - a) Each call-out shall be considered separate in the computation of time and payment in accord with (2) above.
 - b) In those cases where an employee is able to respond without physically going to a work location, the minimum pay will be two (2) hours at the overtime rate.

1.05 Connecting Work

Any overtime work which connects with the beginning or end of scheduled time. If the employee requests and receives time off for a relief or meal period between the scheduled time and the overtime period such break shall not change the connecting nature of such work.

1.06 Evening and Night Differentials

Payments as shown in Article 3, Paragraph 3.09A.

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

1.08 Gender

Whenever the masculine gender is used it is intended to cover female employees as well, where applicable, and vice versa.

1.09 Headquarters Exchange, Location, Town

An exchange, location or town designated by the Company as being the place of reporting.

1.10 Holiday Work

Any work which begins on an authorized holiday. See 1.23.

1.11 Non-Scheduled Day

A day on which an employee is not scheduled to work.

1.12 Normal Work Week

A normal work week shall consist of five (5), eight (8) hour scheduled tours in a calendar week.

1.13 Overtime Rate

Overtime rate of pay is one and one-half times the basic rate of pay plus differential payments as outlined in Article 3, paragraph 3.09 A. - D.

1.14 Part-Time Employee

An employee who is normally assigned to work less than the number of hours in the normal work week.

1.15 Promotion

Reassignments to a job having a higher maximum rate or top basic rate of pay.

1.16 Regular Wages

Basic pay plus any differential pay for work on evening and night tours as shown in Article 3, Paragraph 3.09A. No overtime or extra pay other than evening or night differential is included in regular pay.

1.17 Scheduled Hours

Hours falling within an employee's scheduled tour.

1.18 Scheduled Tour

Any of the tours which are officially posted on the weekly work schedule for a particular employee.

1.19 Service Requirements

Whenever used in this agreement, service requirements mean the employee requirement determined by the Company to be necessary to provide acceptable telephone service but such determination shall be subject to the grievance procedure set forth in this agreement and a charge of bad faith or arbitrary action shall be subject to the arbitration procedure.

1.20 Sunday Work

Any work which begins on a Sunday. See 1.23.

1.21 Technological Displacements

Any full-time or part-time employee shall be considered displaced by a technological change when his services shall no longer be required as a result of a change in plant or equipment, or a change in a method of operation diminishing the total number of employees formerly required to supply the same service to the Company or its subscribers. The term shall not include layoffs caused by business conditions, variations in subscriber's requirements, or other temporary or seasonal interruptions of work.

1.22 Temporary Employee

An employee hired to work for a limited period not to exceed six (6) months within a nine (9) month period. It is the intent of the Company to use temporary employees for seasonal work and other assignments requiring work done within the limited period.

Temporary employee benefits and payments under this agreement are limited exclusively to the following Articles:

3.01 Work Schedule

3.02 Scheduling Tours

3.03 Relief Periods

3.04 Compensation

3.05 Pay For Work on Sunday

3.06 Pay For Authorized Holidays

3.07 Pay For Work on Holiday

3.09 Differentials

4.01 (List of Authorized Holidays ONLY. Excludes Floating Holidays and all language related to Floating Holidays)

4.02 Holidays Falling on Sunday

4.03 Holidays Falling on Saturday

6.03 A #2. (Bereavement)

10 Travel Time and Travel Conditions

13.02 Choice of Tours

23.01 Payroll Deduction and Union Dues

24.01 Discrimination

25.01 Distribution of Agreement
28 Responsible Union – Company Relationship
Letter of Understanding
Performance Recognition Plan (Team Performance Bonus) (Prorated)

1.23 Work Day

The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour or call out is a part of the workday on which such tour or call out begins. Any connecting time which precedes a tour is a part of the workday on which the connecting time begins. Any connecting time which follows a tour is a part of the workday on which the tour begins, even though such connecting time continues until the beginning of a subsequent tour. Pay for work which starts at or after 12:00 midnight preceding the day and before midnight ending the day shall be at the rate prescribed for that day.

1.24 Work Group

A group of employees who work under the same first line supervisor and who regularly interexchange on work assignments and regularly relieve each other.

ARTICLE 2

Wages

2.01

A. Full-Time Employees

The rates of pay and progression schedules for full-time employees shall be those shown in Appendix "A" attached hereto and made a part hereof.

B. Part-Time Employees

The rate of pay and amount of increase for a part-time employee shall be prorated by relating his hours of work to the normal work week.

2.02 Starting Rates

A person engaged to work in one of the titles listed in Appendix "A" shall receive the rate designated "start" in the progression schedule for his title, provided, however, that the Company may engage the services of an employee who has previous experience in the job classification in which he is to be employed. Placement on the wage schedule will consider previous experience.

2.03 Wage Progression Schedules

The wage progression increases provided in the attached schedules shall be automatic unless the schedules specifically state otherwise.

2.04 Effective Date for Progression Increase

The effective date for wage increases shall be the beginning of the payroll period nearest the calendar date on which the increase is effective.

2.05 Promotional Increases

When an employee is promoted to a higher rated job, his/her wage shall be adjusted at the time of the transfer or reclassification to the nearest rate of pay on the new wage schedule which is higher than his/her present wage rate.

The employee will progress on the new wage schedule to the new applicable rate within the same number of months that he/she would have progressed on his/her prior schedule.

ARTICLE 3
Hours of Work
and
Basis of Compensation

3.01 Work Schedules

- A. Work schedules for all other employees (plant, commercial, and engineering) shall be posted and shall remain in effect until changed in accordance with Paragraph 13.02.
- B. Work schedules shall stipulate the starting and ending time of such tours, together with the starting and ending time of such session.

3.02 Scheduling Tours

- A. Insofar as service requirements permit, the Company shall assign tours in accordance with the preference of employees in the order of their seniority.
- B. Tours may fall on any day of the week necessary to meet service requirements except that the tours may not be split over more than five (5) days of the calendar week.
- C. Employees shall be either scheduled and excused or scheduled to work on authorized holidays.
 - 1. Insofar as service requirements permit, employees shall be excused on authorized holidays.
- D. Changes for officially posted weekly work schedules may be made to provide for change in hours, workdays, or off-days in accordance with the following:
 - 1. At the instance of the Company.
 - 2. At the written request of employees.
 - a) Such requested changes shall be made when no replacement of the employee's schedule is required.
 - b) When a replacement of the employee's schedule is required, the change shall be made provided an agreement shift can be made in the schedule of another employee and provided such other employee agrees to work the shifted tour at the regular rate.

3.03 Relief Periods

- A. All employees shall be assigned or allowed one fifteen (15) minute relief period during each session worked.
 - 1. Such relief period shall be assigned or allowed as near midpoint of the session as feasible or practicable, but in no event shall they be assigned to start less than one (1) hour from the beginning or end of each session unless a service emergency develops.

3.04 Pay for Work on a Weekday

- A. Employees working on a weekday shall be paid at the regular rate for all scheduled time worked, except as otherwise provided in this section.
- B. Employees working on a weekday shall be paid at the overtime rate for all non-scheduled time worked.
- C. Scheduled time worked on a weekday which is in excess of the equivalent of five (5) normal tours worked during the calendar week as referred to in "1" below, shall be paid for at the overtime rate.
 - 1. Time worked on Sundays, holidays, or weekdays, other than time payable under Paragraph "B" of Section 3.04 and time worked or excused on a holiday up to the length of a normal tour shall be included in determining the equivalent of five (5) normal tours worked when computing weekly overtime due under "C" above except that only eight (8) hours worked per day shall be included in determining the equivalent of five (5) normal tours.
- D. When an employee has worked on thirteen or more consecutive days (scheduled or non-scheduled), he shall be paid, beginning with the fourteenth day, at the overtime rate for all scheduled time worked on week days until the next scheduled day off per the original tour selection on the thirteen week work schedule.
- E. Where a scheduled weekday is shifted by the Company from a workday to an off-day without twenty-two (22) hours' notice, employees shall be paid on the new off-day for two (2) hours at the overtime rate.
- F. Notwithstanding any provisions of this Agreement except 3.04D., the overtime rate of pay shall not be paid to part-time employees until they have worked in excess of the length of a normal tour per day or five (5) normal tours per week.
- G. When employees have worked fourteen (14) or more hours immediately preceding the starting time of a scheduled tour on a weekday, time worked during such scheduled tour equal to the time worked in excess of thirteen (13) hours during the preceding twenty-four (24) hours shall

be paid for at the overtime rate.

3.05 Pay for Work on Sunday

- A. Employees working on Sunday shall be paid at the Sunday rate (one and one-half (1 1/2) times their basic hourly rate) for all time worked and shall also be paid any applicable evening or night differentials.
- B. Where a scheduled Sunday is shifted by the Company from a workday to an off-day without twenty-two (22) hours' notice, employees shall be paid for two (2) hours at the Sunday rate.

3.06 Pay for Authorized Holiday

- A. Employee shall be paid a day's regular pay for an authorized holiday, except as provided in "1" and "2" below.
 - 1. Absentees, meaning employees failing to report for scheduled work on the holiday or on the scheduled workdays which immediately precedes or follows the holiday, shall receive no pay for the holiday, unless such absences are excused or in accordance with the sick benefit policy.
 - 2. Employees on a formal or informal leave of absence and who perform no work during the calendar week in which a holiday occurs shall not be eligible for pay for the holiday.

3.07 Pay for Work on Holiday

- A. Employees working on a holiday shall be paid one and one half (1 1/2) times the basic hourly rate for all time worked (see Paragraph 1.23).
- B. Time worked on a holiday, other than time payable under Paragraph "B" of Section 3.05, shall be included in determining the five (5) normal tours.
- C. Where a scheduled holiday is shifted by the Company from a workday to an off-day without twenty-two (22) hours' notice, employees shall be paid on the holiday for two (2) hours at the overtime rate.
- D. Pay under this section is in addition to pay under Section 3.06.

3.08 Equalization of Overtime Work

- A. Overtime work shall be equalized insofar as practicable within each work group.
 - 1. When overtime work is required within a work group, it shall, when

practicable, be offered to the employee low on overtime.

2. Upon completion of the probationary period, the new employee will be credited the average amount of all overtime on his job within his work group. The above will also apply to employees absent for any reason for longer than thirty (30) days and employees who have permanently transferred from one work group to another.

- B. Overtime will be kept to a minimum based upon service requirements. Insofar as practicable, overtime shall be assigned to the employees who desire it. Among employees who do not desire it, overtime shall be assigned to employees in the inverse order of seniority; however, individual employees shall not be inequitably required to work unreasonably excessive amounts of overtime. The parties are in agreement that overtime is required to meet the requirements of providing telephone service and that such overtime which is necessary must be worked by employees in the appropriate job titles.

Both the Union and Company are in agreement that they will jointly explore any and all possibilities to establish a more satisfactory overtime policy for both the Company and the employees.

As soon as the Company has reasonable knowledge that overtime must be worked to meet the demands of telephone service, employees who may be affected must be notified forthwith.

- C. In connection with the Union's review of an alleged grievance, the Company will furnish the record of overtime hours worked by an employee within the work group involved.
- D. Posting of records on bulletin board showing the equalization of overtime work shall be updated at least every thirty (30) days in each plant work group.

3.09 Differential Payments

- A. Employees shall be paid, in addition to their basic rates, night differential of \$1.00 for each regularly scheduled tour hour (excluding overtime) worked between the hours of 9:00 p.m. and 6:00 a.m. Where a combination of scheduled and overtime work on the same day extends into a period for which night premiums are payable, only the overtime rate shall be paid for the hours which are worked beyond the normal scheduled time. Evening or night premiums will not be paid when an employee is receiving the overtime rate. Evening or night premiums will not be paid for call-outs.
- B. Any employee, directed by the Company to assist in training of two or more employees shall be paid, in addition to their basic rate, seventy-five cents (\$.75) per hour when more than one (1) hour of such work is

performed.

- C. An employee shall be paid seventy-five cents (\$.75) per hour differential when required to direct the work operations of two (2) or more employees when more than one (1) continuous hour of work is performed.
- D. When an employee is required to do work that has a higher base rate of pay than his own, he shall be paid at the higher rate for all time worked if the work continues for one (1) or more hours.

ARTICLE 4 Holidays

4.01 Authorized Holidays

The paid holidays shall be authorized as follows:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day
Independence Day	Seven (7) Floating Holidays
Labor Day	

Floating Holidays will be granted to each employee per year provided there is a fourteen (14) day notice as noted below:

Effective January 1, 2009, new employees hired during the first quarter will be eligible for seven (7) Floating Holidays.

Effective January 1, 2009, new employees hired during the second quarter will be eligible for five (5) Floating Holidays.

New employees hired during the third quarter of the year will be eligible for three (3) Floating Holidays.

New employees hired during the months of October and November will be eligible for two (2) Floating Holidays.

New employees hired on or after December 1, will not be granted Floating Holidays for that calendar year.

Two (2) of the Floating Holidays are exempt from the fourteen (14) day notice requirement. Effective January 1, 2016 four (4) of the Floating Holidays will be exempt from the fourteen (14) day notice requirement.

Each employee may take no more than two (2) Floating Holidays during the fourth quarter of each year.

Two (2) individuals in each work group cannot be off at the same time for a Floating Holiday, except during the first quarter of each calendar year with management's approval.

Selection and approval shall be by seniority on a first come first serve basis. When a particular date is requested by more than one employee, the request will be considered in order of receipt, and if more than one such request is received and granted on the same day, the request(s) will be granted in order of seniority.

Employees will select all of their Floating Holidays no later than November 1, of the year in which the holidays are to be taken or unused Floating Holidays will be designated by management.

4.02 Holidays Falling on Sunday

When an authorized holiday falls on Sunday, the following Monday shall be recognized and observed as the holiday.

4.03 Holidays Falling on Saturday

As to employees not normally subject to Saturday scheduling, if the holiday falls on Saturday the preceding Friday will be observed.

4.04 Holidays Within Vacation Period

When an authorized holiday falls within an employee's vacation period an additional day of vacation shall be provided.

ARTICLE 5 Vacations

5.01 Vacation Eligibility

The eligibility of employees to receive a vacation with pay shall be determined in accordance with the following schedule:

A. Effective January 1, 2001, the eligibility of employees to receive a vacation with pay shall be determined in accordance with the following schedule:

1. Employees with one (1) year but less than five (5) years' accredited service with the Company will be granted two (2) week's vacation with basic rate of pay.
2. Employees with five (5) years but less than fifteen (15) years' accredited service with the Company will be granted three (3) week's vacation with basic rate of pay.

3. Employees with fifteen (15) or more years' accredited service with the Company will be granted four (4) week's vacation with basic rate of pay.
4. Employees with twenty-five (25) years accredited service with the Company will be granted five (5) week's vacation with basic rate of pay.

5.02 Vacation Assignments

- A. Insofar as service requirements permit, vacations may be taken at any time during the calendar year with as many vacation periods being made available during the desirable periods of the year as is consistent with service requirements. Not later than November 1st of the preceding year, the Company shall post a statement showing the available periods within which vacations may be taken and the number of vacations available for each period, for the following year.
- B. Not earlier than November 15th the Company will contact employees, in order of seniority, so that they may choose a vacation period from those available. Employees who will not be readily available between November 15th and December 15th may express their preference for choice of vacation periods in advance of being contacted and, if available, their vacation periods will be assigned as chosen in accordance with seniority insofar as service requirements permit.

Employees not making a selection at the time of contact, employees not expressing advance choices, employees whose advance choice is not available, and employees whom the Company was unable to contact after a reasonable effort to do so, shall be passed over but shall have the right to make a selection from the remaining available vacation periods in accordance with their seniority at any subsequent time prior to December 15th. An employee electing to take his vacation in segments, shall be entitled to exercise preference for only one segment until all other employees who have expressed preference for their vacation or the first segment of their vacation have been assigned or have been passed over because their preference was not available. Employees who have not made a vacation selection by December 15th may be assigned any of the remaining available periods.

During the selection period, an employee who has made a selection will not be allowed to change that selection. Insofar as service requirements permit, an employee shall be assigned the vacation period of his choice.

1. The "order of seniority" as used in this section shall be determined by the employee's seniority on January 1st of the vacation year.
2. After vacation assignments have been completed a list of such

assignments shall be prepared and posted on a bulletin board.

3. The Company will give consideration to a request of an employee, based upon his impelling reasons, for a vacation period not included in the posting under "A" above.
4. Employees in the bargaining unit shall have separate vacation schedules from non-bargained for employees.
5. After vacation assignments have been completed, a list of such assignments shall be prepared and posted on a bulletin board not later than January 5th.

C. Vacations may be rescheduled during the unexpired portion of the vacation year upon request of an employee.

1. Provided no replacement is required, vacation periods shall be rescheduled upon the request of an employee.
2. Where a replacement is required and an agreeable change can be made with another employee, vacation periods shall be rescheduled upon the request of an employee.
3. An employee who reports to his/her immediate supervisor prior to the start of his/her scheduled tour, that he/she is ill on the first day of his vacation period or the first day of a subsequent full week segment of his vacation period to the extent that he would be unable to take his vacation, or return to work, will be allowed to reschedule his vacation at a time mutually agreeable to the employee and the Company. Employees who are ill on the first day of their vacation periods or subsequent full week vacation periods will return to work if able to do so during the week.

D. Once vacations have been scheduled they shall not be changed at the initiative of the Company except as provided for in 5.04A, 5.06A and in cases where service requirements require such changes or such changes will obviate the layoff or separation of other employees.

E. A vacation shall not be changed to permit an employee to receive sickness pay, except as provided in 5.02 C3; nor shall a vacation be changed to permit an employee to receive vacation pay during a period of sickness, except as provided in 5.06.

5.03 Vacation Pay

A. Vacation pay is basic pay plus differentials. Differentials, if any, to be included in vacation pay will be those received during the third week preceding the week any vacation period or segment begins but will not exceed five (5) evening and night differentials and five (5) relieving

differentials.

5.04 Vacation Treatment to Employees Leaving the Service

- A. An employee, who is laid off, retiring, voluntarily resigns or goes on leave of absence before his vacation is completed, shall be granted pay in lieu of such unused vacation as he was otherwise entitled to receive during the remainder of the current calendar year.
- B. An employee who leaves the service without completing seven (7) months of service is not entitled to vacation pay.
- C. Employees discharged for just cause will not receive vacation or holiday pay.

5.05 Vacation Limitation

Vacations are not cumulative and may be taken only during the calendar year within which they are due, except as provide for in the National MOA (Exhibit VIII Vacation Carry Forward). Normally vacations will be taken in calendar week increments but, with the approval of an employee's supervisor, vacations may be taken in less than calendar week increments.

Beginning in calendar year 2012, the carry over of unused vacation will not be permitted except when the employee is hospitalized and the previously scheduled vacation cannot be rescheduled before the end of the calendar year.

It is understood that vacation time carried over into the next calendar year under this exception will not exceed five (5) days and must be taken in the first three months of the following year.

Replaces National MOA – Exhibit VIII

5.06 Banked Vacation

On July 31, 2014, the CWA/Frontier National MOA and more specifically Exhibit VIII – Vacation Carry Forward (Banking) expired by its terms.

Therefore, effective August 1, 2014 the banking of vacation hours will no longer be allowed.

However, the Company agrees to allow employees to bank vacation hours earned in the entire 2014 calendar year (banked in 2015) without regard to the July 31, 2014 expiration of the National MOA.

Any previously banked vacation shall be treated as follows:

Banked vacation weeks shall be selected from any available remaining vacation time after all current weeks of vacation and day at a time vacation have been selected during the normal vacation selection process.

On a one time only basis, employees with banked vacation may request payout of up to eighty (80) hours of banked time. Such requests must be made within thirty (30) days of ratification.

Any unused banked vacation shall be paid to the employee at separation of employment.

5.07 Vacation Treatment to Sick Employees

- A. An employee who has exhausted his sickness and accident benefits and is still disabled will be granted upon his request the unused vacation pay he is otherwise entitled to receive during the current calendar year.

ARTICLE 6
Absence from Duty

6.01 Leaves of Absence

- A. Leaves of absence, without pay, not to exceed ninety (90) days, service requirements permitting, may be granted by the Company when requested in writing. Each such request will be considered on an individual basis and will be approved or disapproved at the Company's sole discretion. A complaint of an employee who was granted a leave of absence at the Company's option, but was arbitrarily refused reinstatement at the end of the leave of absence, shall have recourse under the grievance and arbitration provisions of this contract.
 - 1. Working for another employer and/or applying for unemployment compensation while on leave of absence shall constitute grounds for termination of employment and shall not be subject to the arbitration provisions of this agreement.
- B. Upon certification of the physician that the employee is able to return to work upon termination of a pregnancy, such employee shall be granted a leave of absence without pay, not to exceed ninety (90) days, service requirements permitting. Upon expiration of the leave such employee shall be reinstated to her former position unless termination is otherwise required by reduction in work force or for just cause.
- C. Leaves of absence will be granted to all full-time or part-time employees

entering the Armed Forces of the United States under any law now in effect, or which may be enacted. Such leaves, hereinafter referred to as military leaves will be for the initial period of the employee's military service and of any hospitalization continuing after discharge for a period of not more than one (1) year.

1. Reserve Duty will be allowed under the same terms as military leaves. The Company will pay the difference between Government pay and the employee's regular pay for a maximum of two (2) weeks.
- D. Employees granted such military leaves shall continue to accrue seniority during such leave.
 - E. Following discharge under honorable conditions from military service, any such employee shall be reinstated in accordance with the re-employment rights as provided under the Selective Service Act of 1948, as now or hereafter amended.
 - F. If at the time of application for re-employment by an employee who has been in military services, no vacancy exists, one may be created by layoff. Any layoff shall be made in accordance with procedure outlined in Article VII.
 - G. Employees granted military leaves who are eligible for a paid annual vacation in the current calendar year, which they have not already taken, shall at the time of their induction, or within a reasonable period therefore, receive the appropriate vacation pay, or unpaid portion thereof.
 - H. A complaint of an employee who was granted a leave of absence at the Company's option, but was arbitrarily refused reinstatement at the end of the leave of absence, shall have recourse under the grievance and arbitration provisions of this contract. Any leave of absence at the option of the Company which the Company fails to grant shall be subject to the grievance procedure but not arbitration.

6.02 Short Term Disability (STD)

Section 1. Effective January 1, 2002, full time employees with one (1) or more years of net credited service will be paid for time lost due to sickness or accident in accordance with the provisions outlined below:

Years of Service	"A" Full Pay	"B" Half Pay	Waiting
1 < 5 years	4 weeks	13 weeks	1
5 < 10 years	13 weeks	13 weeks	1
10 < 15 years	26 weeks		1
15 or more	26 weeks		0

Effective April 27, 2003, full-time employees hired by the Company on or after April 27, 2003, with one (1) or more years of net credited service will be paid for time lost due to sickness or accident that commence on or after April 27, 2003, in accordance with the provisions outlined below:

Years of Service	"A"	"B"	Waiting
	Full Pay	Half Pay	
1 < 5 years	4 weeks	13 weeks	3
5 < 10 years	13 weeks	13 weeks	2
10 < 20 years	26 weeks		1
20 or more	26 weeks		0

- A. Eligible employees with accredited service of five (5) years and over will have no waiting period if no benefits have been paid to the employee within six (6) months prior to the present disability or the absence is due to hospitalization or outpatient surgery.
- B Beginning on the 181st consecutive calendar day of an eligible absence due to illness or injury, an employee may be eligible for Long-Term Disability coverage in accordance with the Long-Term Disability Memorandum of Agreement.

Section 2. Short Term Disability benefits will be made at the employee's basic hourly rate based upon the above provisions. Payments will be made only for the time scheduled as part of the employee's work week.

Section 3. Eligible employees may use any available vacation or floating holidays to supplement approved non-paid short term disability waiting days for sick leave benefits.

Section 4. An employee is considered "continuously engaged" for any period in which no short term disability benefits have been paid. After an employee has been continuously engaged in the performance of duty for thirteen (13) weeks, their full schedule of short-term disability benefits will be re-instated.

Section 5. The Company may require such illness to be certified as bona fide by a competent physician as follows: (a) The Company may require a doctor's certificate verifying an illness of one (1) day or more in the instance of chronic absenteeism; (b) Each illness of three (3) days or more may at the Company's discretion be verified by a doctor's certificate.

Section 6. The Company may require any employee who claims short-term disability benefits under this Article to be examined by a physician designated by the Company. Upon returning to work, if treated by a physician, an employee must present a statement from the doctor stating whether he may return to his

regular duties or remain on light duty work, providing light duty work is available, for a period of time.

Section 7. Abuse of short term disability benefits will subject the employee to severe disciplinary action.

Section 8. Employees disabled due to occupational accident or illness shall receive benefits as follows:

1. Employees eligible for full pay benefits in accordance with compensation will be integrated with benefits to provide no more than full pay.
2. Employees eligible for half pay in accordance with will receive the greater of worker's compensation or half pay.

6.03 Absences Excused with Pay

A. In addition to other provisions of this agreement calling for absences with pay, employees shall be excused without loss of regular pay for absences due to, and in conformity with, any of the following:

1. Jury Duty - If reasonable notice is given his supervisor, an employee shall suffer no loss of regular pay for the time necessarily consumed in the performance of Jury Duty. Additionally, the employee will be allowed to retain any payment for jury service.
2. Bereavement - Employees will be excused the necessary time to attend the funeral and take care of the estate up to a maximum of five (5) days at the death of wife, husband, daughter, son, mother, father, brother, sister, grandmother, grandfather, mother-in-law, father-in-law or other relatives regularly living in the employee's household. Employees will be excused for one (1) day to attend the funeral of a spouse's grandmother, spouse's grandfather, brother-in-law, or sister-in-law.
3. Serious Illness – Effective January 1, 2004, existing employees hired on or before August 7, 2003, will be excused for a maximum of twenty-four (24) hours in a calendar year for up to three (3) occurrences involving a serious and major illness in the family as follows: wife, husband, daughter, son, mother, father, brother, sister. Serious illness is defined as (1) first day in hospital (2) day of surgery or delivery by spouse (3) day of leaving the hospital and (4) imminent death, as constituting serious illness. Such approved absences may be taken in a single occurrence consisting of one (1) twenty-four (24) hour period or up to no more than three (3) separate occurrences for a total of not more than twenty-four (24) hours. Any unused serious and major illness absent hours less than twenty-four (24) hours will be forfeited each calendar year.

Employees hired on or after August 7, 2003, are not eligible for the serious illness absences excused with pay benefit. Such absences for the hospitalization of an eligible family member may, at the Company's discretion, be verified by the Company to determine it meets the stated eligibility requirements. All Serious Illness requests under this Section will be administered as claims under FMLA and employees must follow the appropriate application and approval process.

4. The Company's decision in the application of the foregoing shall be subject to the grievance procedure but shall not be subject to arbitration.
 5. The Company's decision in the application of the foregoing shall be subject to the grievance procedure but shall not be subject to arbitration.
 6. The Company's decision in the application of the foregoing shall be subject to the grievance procedure but shall not be subject to arbitration.
- B. The Company at its option, at the General Manager level or higher, may extend the time limits on any of the foregoing due to extenuating circumstances
- C. Eight Hours of Continuous Rest - Employees regularly scheduled for work shall be permitted a minimum of eight (8) hours of continuous rest in each twenty-four (24) hour period. Any emergency hours worked which are sufficient to prevent the obtaining of eight (8) hours continuous rest shall be deducted from the next working day, if scheduled, without loss of pay.

6.04 Absence Payment Limitation

No payment beyond five full days' regular pay shall be made during any calendar week because of absences from duty.

6.05 Absences Excused Without Pay for Union Duties

- A. Upon five (5) working days' notice by the Local President or International Representative, the officers or stewards shall be granted time off without pay to perform union duties, not to exceed three (3) days. It is agreed that not more than six (6) representatives shall be excused at any one time. The excusing of employees from Company duty to perform Union duties shall not be followed to the extent of withdrawing adequate protection of telephone service in any department or work group. Exceptions to the five (5) working days notice may be made based on management's discretion after discussions are held with the Local Union President and Department Manager.

- B. Upon five (5) working days' notice by the local president or International Representative, the officers of the Local shall be granted time off without pay to attend officers' school, or international conventions, not to exceed ten (10) days.
- C. Representatives granted time off under this section shall retain full rights with the Company. It is agreed that for the purpose of collective bargaining, the time limits shall not apply. The excusing of employees from Company duty to perform Union duties shall not be followed to the extent of withdrawing adequate protection of telephone service in any department or work group.
- D. To the extent that the Company determines that the requirements of the service permits, employees whose union duties require their absence from the Company work for a period in excess of those set forth above shall apply to the Company for a leave of absence without pay for a reasonable period not to exceed a five (5) year period during the term of employment. Request for leaves of absence shall be made in writing by the employee, addressed to the Company's Personnel Manager, and such leaves shall be acted upon promptly by the Company. A sixty (60) days notice will be given by the employee. The period of the employee's absence on such leave shall be included in determining such employee's net credited service with the Company. Employees who return to the Company duty at the expiration of such leave of absence will be reinstated in his former position, provided that the employee shall then have the physical fitness and capacity to perform the work of the position. The employee shall be placed on the payroll at the rate received when such absence was granted, adjusted for any changes in wage levels made during the period of such leave of absence. An employee requesting to return from such union leave shall give the Company a minimum of thirty (30) days' notice. It is understood that in case the employee returns, such other employees covered by the agreement shall be demoted and/or laid off, as is necessary, to make room for such reinstated employee. The employee on such leave of absence shall not be entitled to receive from the Company any pay or compensation. Further, in the event the Company is of the opinion that the duties being performed by an employee are not within the intent of this article, that being union business, the Company shall notify the employee and the union to terminate such leave.

6.06 Notification of Absence

Notification of absences or known tardiness will normally be made prior to the beginning of the normal work tour to a Department Supervisor or any other management employee within the Department. Should no Supervisor be available, the employee may leave a message for their call to be returned. Under circumstances beyond the control of the employee, notification within two (2) hours after the start of the tour will be accepted. An employee who is absent for two (2) consecutive working days without notification to management shall be considered to have voluntarily quit and shall lose all employment rights within the

Company unless proof is presented that he was unable to do so because of reasons beyond his control.

ARTICLE 7 Force Adjustments

7.01 Reduction in Force

- A. When lack of work causes a force surplus in a job title, regular full-time employees shall be selected as surplus in the inverse order of seniority among employees having the job title in the work center area where the lack of work exists.

Prior to the layoff of any regular full-time employee in a job title and work center area being force reduced, non-full-time employees in the same job title and work center area will be laid off first in the following order:

Temporary Employees
Term Employees
Probationary Employees
Regular Part-Time Employees

1. The work center areas are grouped by counties within East and West Districts for the purposes of a reduction in force due to lack of work only as follows:

EAST DISTRICT:

(Work Center Area 1)

Counties

Buncombe
Madison

Towns

Guntertown
Hot Springs
Mars Hill
Marshall
Weaverville

(Work Center Area 2)

Counties

Yancey
Mitchell

Towns

Bakersville
Burnsville
Micaville

(Work Center Area 3)

Counties

McDowell

Towns

Garden City
Glenwood
Marion
Old Fort
Sevier

WEST DISTRICT:

(Work Center Area 4)

Counties

Macon

Towns

Franklin

Highlands

(Work Center Area 5)

Counties

Swain

Graham

Towns

Bryson City

Fontana

Robbinsville

(Work Center Area 6)

Counties

Cherokee

Clay

Towns

Andrews

Hayesville

Murphy

Suit

(Work Center Area 7)

Counties

Jackson

Towns

Cashiers

Cherokee

Cullowhee

Sylva

- B. Employees selected as surplus or employees who become surplus by displacement shall automatically be considered for vacancies under the provisions of 12.02A without the necessity of bidding for the vacancy under 12.01A and if selected for a vacancy as outlined in the steps below shall fill such vacancies prior to displacing another employee in that area of the Company. Should surplus employees not be selected to fill vacancies they will be permitted to displace the employee with the least seniority on a job for which the employee is qualified to perform satisfactorily within a limited orientation period of normally not to exceed two (2) weeks.
- C. The placement of surplus employees shall be in accordance with the following steps:
1. A surplus employee will first be considered for a job of equal pay in the employee's work center area. If the employee is not thus placed;
 2. At the surplus employee's option, which must be expressed within two (2) days, the employee will be considered for a job of equal pay in the employee's district or for a job of lower pay in the employee's work center area. If the employee is not thus placed;
 3. At the surplus employee's option, which must be expressed within

two (2) days, the employee will be considered for a lower paying job at the employee's work center area or the employee's district.

4. An employee who is unable to displace in the employee's own district and would otherwise be laid off shall be permitted to displace an employee of the Company who has the least seniority on an equal or lower paid job from which the employee was declared surplus or displaced.
5. At any of the foregoing steps, an employee will be automatically considered for a vacancy under 12.02A without the necessity of bidding under 12.01 for any job of equal or lower pay from that job held by the employee prior to becoming surplus and if the employee is selected for such job, the employee shall have the option of filling such vacancy.

D. If the surplus employee is not placed in accordance with the foregoing procedures, then the employee shall be laid off.

7.02 Recalling After Layoff

A. Employees laid off under 7.01D shall notify the Company in writing on forms provided for that purpose the job titles and work center areas for which they want to be considered for recall from layoff. If during the period of layoff the employees should change their minds with respect to such job titles and work center areas, the forms must be revised accordingly:

1. Should an employee not advise the Company in writing of the job titles or work center areas for which the employee desires to be considered for recall, the Company is obligated to consider the employee for only the job title and work center area from which laid off.
2. A laid off employee, in order to be considered for recall from layoff shall keep the Company advised of their current address.

B. When vacancies occur for which laid off employees have requested to be considered under 7.02A, such employees shall be notified in writing by registered letter return receipt requested to their last known address of such vacancies simultaneously with the Company's mailing under 12.01 A3 to the designated Union Representative.

C. Within a period of seven (7) days from the date of mailing the vacancy notice, a laid off employee must notify the Company in writing that they will accept the job title and work center location specified in such vacancy notice. Such notice shall be considered a bid under 12.01B. Failure to notify the Company of acceptance in writing shall eliminate the laid off employee from consideration for such job vacancy.

1. Should an employee refuse to recall to job title or work center they have designated in A above, they shall be considered as having voluntarily terminated. Failure to respond would be considered a refusal of the job offer.
- D. Notwithstanding their seniority, full-time employees who have been laid off will be recalled from layoff before part-time employees are recalled. In no event will the Company hire new employees, or rehire former employees who do not have recall rights, prior to offering such vacancies to employees who have stated their desire to be considered for such job titles and work center areas.
- E. The recall of employees from layoff shall be in accordance with their seniority at time of recall and their selection for a vacancy shall be under provisions of 12.02, except as otherwise modified by the provisions of this section.
1. An employee who is recalled must report for work no later than one (1) week from the date the Company serves notice to the employee to report for work. Failure to report would constitute a voluntary termination.
- F. Any employee recalled from layoff under the provisions of this section within one (1) year from the date of layoff, shall have the continuity of net credited service (Seniority) protected, and if the layoff was not more than six (6) months duration, the employee shall accrue credited service (Seniority) for the period of such layoff. Employees not recalled from layoff within three (3) years from the date of such layoff will cease to have right to recall.

ARTICLE 8

Termination Allowance

- 8.01 Termination allowance, in an amount equal to one (1) week's pay for each six (6) months of credited service with the Company, not to exceed eighteen (18) weeks' pay will be paid to full-time employees having six (6) months or more of service, whose service is terminated by the Company due to lack of work (excluding displacement due to a technological change.) Part-time employees will receive a prorated allowance based upon the average hours worked per week during the last 13 weeks.
- 8.02 Technological Displacement
- A. Any employee who is displaced due to a technological change, shall receive first consideration for those vacant jobs for which he meets the minimum qualifications for the job, or to the separation benefits package, outlined in the Income Security Plan MOA, for which he is eligible.
 - B. If the employee chooses to take termination pay, he shall receive a termination allowance of one (1) week's pay for each six (6) months of net credited service with the Company, not to exceed twelve (12) weeks' pay.
 - C. When requested in writing to Human Resources with a copy to the local union President, employees who have been technologically displaced to a different job classification will be offered the opportunity to return to either their former job and location from which they were technologically displaced or to a job in an equal or lower classification, for which he is qualified to do the work, at his former location. Such consideration for vacant jobs will occur prior to posting the vacancy in their former location for bids.
 - D. Should an employee accept a lower or equal job at their former location and a biddable job subsequently becomes available, normal staffing/bidding procedures will apply. However, the affected employee will not be required to be in their new lower or equal job for a period of twelve (12) months.
 - E. An employee who is technologically displaced will retain reclaim rights, if requested, until they accept a job back in their former location.
- 8.03 A termination allowance may be offered as an inducement proposed, or agreed to, by the Company to an employee to resign because of inability or unadaptability to perform properly the duties of the job as distinguished from misconduct. The amount of allowance will be in accordance with the schedule outlined in Section 8.01.

ARTICLE 9

Transfers and Travel Expense

9.01 Transfers at the Instance of the Company

The Company reserves the right to initiate transfers when the demands of service requires. The determination of the demands of the service rest with the Company. The phrase "demands of the service" means any and all requirements necessary to protect the service, adjust the forces between assignments and localities, care of the training needs of the forces, and determination of the qualifications of any employee for any assignment or transfer. Transfers shall be accomplished in the following manner.

A. Voluntary Transfer

1. Employees in the work center where the employee requirement exists shall be first offered the transfer in order of seniority, provided they are able to perform the job.
2. Notice that a job is to be filled under "A" above shall be adequately posted at places of reporting within the work center of all employees within the job title from which the transfer will be made and shall be limited to requests received within two (2) days from employees in such work center who are willing to accept the transfer.

B. Involuntary Transfer

1. If no employee desires a voluntary transfer the most junior employee, within the work center where an excess work force exists, who holds the job title and is able to perform the job will be involuntarily transferred. The most junior employee, able to perform the job, who refuses the involuntary transfer will be terminated. Such employee shall not be eligible for termination allowance.
2. When requested in writing to the Associate Staffing Representative, with a copy to the Local Union President, employees who have been involuntarily transferred will be offered the opportunity to return to an equal or lower paying job, for which they are qualified, at their former location as vacancies occur prior to posting the vacancy. An employee who is involuntarily transferred will retain reclaim rights, if requested, until they accept a job back in their former location.
3. Should an employee accept a lower or equal job at their former location and a biddable job subsequently becomes available, normal staffing/bidding procedures will apply. However, the

affected employee will not be required to be in their new lower or equal job for a period of twelve (12) months.

9.02 Expense in Connection with Transfers

- A. The Company shall not pay transfer or moving expenses when an employee is transferred under the instance of himself.
 - 1. The employee will suffer no loss of regular pay for reasonable time off to arrange for the moving of household furnishings and to make the trip to the new location.

- B. When an employee is transferred from one town to another in accordance with 9.01, he shall be given reasonable notice prior to the transfer and reasonable expenses to the employee in connection with the transfer shall be borne by the Company provided the new principle place of work is at least thirty-five (35) miles further from the employees former residence than was from the employee's former place of work.
 - 1. The employee will suffer no loss of regular pay for reasonable time off to arrange for the moving of household furnishings and to make the trip to the new location.
 - 2. He shall be reimbursed, upon presentation of receipted bills or other evidence of payment, for actual cost of transportation, meals, lodging and other incidental expenses of himself and the members of his immediate family residing with him not to exceed seven (7) days, including drayage costs and other incidental expenses of moving household furnishings.
 - 3. He shall be reimbursed for loss of unexpired rent for a period not to exceed two (2) months except that in cases of undue hardship consideration will be given to reimbursing the employee for unexpired rent beyond two (2) months.

- C. Any change in the designation of an employee's headquarters town shall be considered and treated as a transfer for the purpose of this Section.

9.03 Temporary Transfers

- A. None of the foregoing provisions of the Article shall apply to temporary transfers.

- B. The Company recognizes the undesirability, both from the standpoint of the transferring employees and the resident employees, of temporarily transferring employees to work away from their regular location and shall neither make nor effectuate such transfers except to meet service requirements.

The Company will transfer temporarily only qualified employees who are willing, upon individual request by a supervisor, to accept the temporary transfer, or who make application for the temporary transfer pursuant to a notice on the bulletin board. When no qualified employee is willing to accept a transfer of a voluntary basis, the transfer shall be made by transferring in the inverse order of seniority the first employee in the same title in the exchange from which the Company elects to make the transfer who can meet the requirements of the job title to be filled, provided such transfer will not result in a special hardship to such employee or his immediate family.

- C. Temporary transfers may be made as follows:
1. Transfers may be made when it is necessary temporarily to fill individual vacancies caused by transfers, resignations, discharges, vacations, temporary reassignments, or excused absences.
 2. Such transfers shall not extend longer than the condition exists.
 3. An employee who is temporarily transferred shall be given a twenty- two (22) hour notice. If this notice is not given, he will be paid at the overtime rate for the first two (2) hours worked at the temporary location.
- D. Whenever all of the resident employees are offered six (6) days per week, the opportunity for six (6) days' work shall be afforded the employees temporarily transferred.

9.04 Travel Expenses

- A. When an employee has to stay overnight, all normal and reasonable lodging expenses will be borne by the Company.
- B. All employees on temporary transfers or attending Company sponsored schools/training, shall travel in Company vehicles. Should no Company vehicle be available, the employee's immediate supervisor may grant permission for the employee to use their own vehicle and be reimbursed per the standard rate per mile authorized for reimbursement by the Company. This mileage allowance will be modified during the term of this Agreement to match the Company standard authorized mileage rate.
- C. When an employee is required to stay overnight on Company business, a per diem rate of forty dollars (\$40.00) per day will be allowed to include the day of departure and the day of return. The per diem rate will include all expenses except normal and reasonable lodging and laundry expenses. Reasonable costs for laundry expenses for an overnight stay that lasts seven (7) or more days will be reimbursed if original receipts are provided.

ARTICLE 10
Travel Time and Travel Conditions

10.01 Place of Reporting

- A. The Company shall designate the place at which employees will be required to report for work.
 - 1. This may be an office, garage, storeroom or place of motor vehicle storage within the limits of his headquarters exchange.

10.02 Time Considered Worked

- A. Time spent by an employee in traveling from his designated place of reporting to the job, and from the job back to such place at the conclusion of the day's work, shall be considered as time worked.
- B. Time during the scheduled or assigned hours of employee which is spent at the direction of the Company in traveling from one job assignment to another or from one town to another shall be considered as time worked.
- C. Time spent by an employee, at the direction of Company, in traveling before or after the hours of his scheduled or assigned tour, which may be described as "all in a day's work," shall be considered as time worked.

10.03 Pay Basis for Travel Time

When it is to be considered as time worked, travel time shall be paid by the Company to work outside their normal assigned work area. When no overnight stay is required, the meal allowance will be as follows:

10.04 Meal Allowance

For the purpose of covering meal expenses for employees who are required by the Company to work outside their normal assigned work area when no overnight stay is required, the meal allowance will be as follows:

\$ 8.00	BREAKFAST
\$10.00	LUNCH
\$15.00	SUPPER

Normally a lunch period will be observed while working in an eligible exchange during the hours of 11:00 a.m. – 2:00 p.m., unless approved in advance by local management.

Eligible pro-rated meal allowances for an employee will be provided as follows:

TOUR SCHEDULE /
OVERTIME HOURS WORKED

ELIGIBLE MEALS

Depart reporting location at or before 7 a.m. & return to reporting location at 7 p.m. or later.	Breakfast (PMB); Lunch (PML); & Supper (PMD)
Depart reporting location at or before 7 a.m. & return to reporting location before 7 p.m.	Breakfast (PMB); & Lunch (PML)
Depart reporting location after 7 a.m. & return to reporting location at 7 p.m. or later.	Lunch (PML); & Supper (PMD)
Depart reporting location after 7 a.m. & return to reporting location before 7 p.m.	Lunch (PML)

Effective May 1, 2006, no meal allowances will be paid to an employee who reports to a designed temporary reporting location (such reporting requires advanced approval from management) or reports between the following exchanges:

- Sylva to Cullowhee
- Weaverville to Marshall
- Weaverville to Mars Hill
- Weaverville to Guntertown
- Weaverville to Hot Springs
- Burnsville to Micaville
- Marion to Old Fort
- Marion to Garden City
- Marion to Sevier
- Marion to Glenwood
- Murphy to Suit

Appropriate receipts for applicable meal allowances incurred by an employee claiming meal allowances will be required.

No employee will be permitted to claim a meal allowance if that employee is receiving per diem.

ARTICLE 11
Discharges, Suspensions and Demotions

11.01

- A. No employee covered by this agreement shall be demoted, suspended, or discharged, except by proper action and for proper cause. Gross incompetence, excessive tardiness, excessive unexcused absence, drunkenness, or insubordination shall be considered proper causes for discharge. The foregoing enumeration of causes for discharge is by way of illustration and shall not be deemed to exclude the Company's right to discharge employees for other proper causes.
- B. The Union acknowledges that management has the duty of maintaining good discipline, since it is responsible for the efficient operation of the Company and the provisions of good and adequate service to the public.
- C. The Company agrees that no employee will be demoted, suspended, or discharged without prior complete investigation by appropriate levels of Management.

11.02 Use of Grievance and Arbitration Procedure

- A. Any employee or employees involved in any demotion, suspension, or discharge action shall have full access to the grievance and arbitration machinery set forth in this agreement.

ARTICLE 12
Promotions and Job Vacancies

12.01

- A. Posting of job vacancies within the bargaining unit shall be the responsibility of the Company. The job vacancy shall state the classification and a final date after which bids for such vacancy will not be considered. The decision as to whether a vacancy exists is specifically reserved to the Company. In accordance with Article 9.01, paragraph B, associates who have been involuntarily transferred and have submitted a request in writing to the appropriate staffing representative to return to an equal or lower paying job, for which they are qualified, at their former location will be offered such job vacancy opportunity prior to the electronic posting of an approved job vacancy.
 - 1. The following job is considered an entrance job, and is not subject to bidding: Building Attendant (Wage Schedule 2).
 - 2. Regular Part-time and Full-time classification vacancies shall be subject to the normal bidding procedure.

3. The Company shall furnish electronically to the hiring supervisor, Local Union President, and designated Union representatives a notice of each associate bargaining unit Job Vacancy approved for staffing with the posting dates that bids will be received. Notice of job vacancies will also be posted electronically (e-mail or equivalent) for a period of six (6) business days beginning with the date the job vacancy is posted.
- B.
1. Bids shall be accepted by the Company during the six (6) business day posting period beginning with the initial posting date, and not thereafter.
 2. Bids shall contain an outline of the experience, training and other necessary qualifications that the bidder feels that he/she possesses and which are pertinent to the vacant job.
- Employees must be in their current job for at least twelve (12) months before applying for jobs that will offer a promotion bid by the Company and at least eighteen (18) months or more before applying for jobs whom the vacancy will offer a lateral transfer or demotion. The eighteen (18) months' requirement referred to herein shall not apply to bids by employees who are in a position due to a force adjustment. Additionally, at local management's discretion, if no qualified bids are received, employees with less than eighteen (18) months in their present position who have expressed their desire for the job vacancy may be considered. Bids shall be submitted electronically, to the person stipulated by the Company in the notice of vacancy.
3. Eligible employees, who meet all of the minimum job qualifications, will be considered for a posted vacancy which offers a promotion, demotion or lateral transfer. Interested employees will have until the closing date of the job posting to apply
- C. If an employee accepts a job vacancy (promotion, demotion or transfer) bid by the Company, no other bids will be accepted from that employee for a period of twelve (12) months for a promotion or eighteen (18) months for a demotion or transfer.

12.02 Filling of Job Vacancies

- A. In the selection of employees within the Bargaining Unit for promotion, transfer or demotions within the Bargaining Unit, seniority shall govern, if in the opinion of the Company physical fitness, knowledge, training, skill, and efficiency to perform the job are relatively equal. A junior employee shall be selected only when the foregoing qualifications are definitely greater than those of the senior employee who is qualified for the job. If no employee possessing the necessary qualifications has bid for the job,

the Company may fill the vacancy with a new or rehired employee or request an employee who has not bid to fill the vacancy.

- B. All employees who bid on a vacancy will be notified of the Company's decision within thirty (30) days from the date the bid was closed. However, should the Company fail to notify the employees bidding for the job, it shall be considered an inadvertence on the part of the Company and no penalty shall attach. Unless an unforeseen incident occurs, the employee will be placed on the job or receive the new rate within thirty (30) days from the date of the Company's decision.
- C. If the Company receives no qualified bids within six (6) business days the Company shall have ninety (90) days, commencing with the end of the six (6) business day posting period, to fill the vacancy. If the position is not filled within the ninety (90) days and the Company still holds the position open the job will be re-posted for bids.
- D. If within forty-five (45) days, which the Company may extend upon advance written notice to the Union, the employee is unable to satisfactorily demonstrate his ability to perform the new job, he will be returned to his former position at his former rate of pay that he would have had if he stayed on the previous job and in turn, each employee awarded a new job as a result of the initial job bid will be returned to their former positions at their former rate of pay they would normally have had.

ARTICLE 13

Seniority

13.01 Probationary Period

All new employees shall be considered probationary employees for a probationary period of nine (9) months of uninterrupted service or actual work time equivalent following their date of hire, during which time their employment shall be at the sole discretion of the Company. Probationary employees do not have seniority, but after an employee has served the probationary period his seniority shall be computed as of his date of hire.

The application of the principle of seniority shall be on the following basis:

- A. Transfers other than a promotion or demotion, subject to the limitations set forth in Article 9.
- B. Promotions, subject to the limitations set forth in Article 12.
- C. Assignment of hours, subject to limitations set forth in Article 3 and 12.02.
- D. Length of vacation.

E. Scheduling vacations, subject to the limitations set forth in 5.02.

F. Layoffs, as specifically provided in Article 7.

13.02 Choice of Tours

A. Employees shall have the opportunity to exercise their seniority, insofar as service requirements permit, in preference for choice of tours at least every thirteen (13) weeks except where an employee enters the work group after assignments of tours has been made. Once the basic schedule is completed on the basis of the above, no change shall be made in basic tour assignments until the next selection period, except where the Company finds it necessary for service requirements to revise the basic schedule in less than thirteen (13) weeks. With each such revision in a basic schedule the opportunity to exercise preference for choice of tours will be afforded.

1. An employee on vacation or leave of absence who is expected to return on or before the effective date of the new schedule, or an employee who has not indicated a preference will be assigned in accordance with his last previously expressed preference, if such tour is available. If no preference has been expressed and the tour previously held is not available, any similar available tour will be assigned.

B. Preference for choice of scheduled days shall be in the order of seniority, the available scheduled days shall be posted by the Company at least every thirteen (13) weeks. The Company maintains the right to require a sufficient number of qualified employees within each work group, on each scheduled work day. Sunday and holiday schedules shall be rotated among the employees within a work group, in such a manner as to provide for the approximate equalization of both premium pay work opportunity and the privilege of securing Sunday and holidays as furlough days. Each holiday will be considered separately insofar as practicable in the rotation of holiday schedules.

1. Any employee's job title that is subject to Saturday scheduling shall be rotated evenly among the employees in that work group.

Once the basic schedule is completed on the basis of above, no change shall be made until the next tour selection period, except where the Company finds it necessary for service requirements to revise the basic schedule.

2. Where service requirements permit, employees will be assigned to work on five (5) consecutive days and be off on two (2) consecutive days.

13.03 Employees Transferred

With the limitations set forth in 13.02, employees transferred shall receive credit for, and exercise seniority in accordance with, their net credited service.

13.04 Effect on Posted Work Schedule

It is not the intent of this Article or any provision in this agreement to require the Company to revise a posted work schedule so as to assign an employee transferred into the work group the tours to which his seniority would otherwise entitle him. Similarly, it is not the intent to require a shift in a vacation schedule to accommodate a transferred employee, or an employee returning from a leave of absence.

13.05

Employees transferred by the Company from salaried or supervisory positions into the bargaining unit shall be given full credit in computing their seniority for all time worked continuously under the Contel and/or their predecessor companies. However, seniority privileges with respect to schedule selection, vacation selection, and lay-off will not be reinstated for two (2) full years. This shall not result in the displacement of an employee in the bargaining unit.

ARTICLE 14 Jurisdiction of Work

14.01 Contract Work

The Company hereby agrees that for the duration of this contract that it will not contract out any work relating to the construction, installation, maintenance and operation of telephone facilities and the rendering of telephone service by the Company, either at premises owned, controlled or operated by the Company, or at any other place, which would have the effect of reducing the number of employees currently employed in the collective bargaining unit or to reduce the work below forty (40) hours per week for the number of employees currently employed in the bargaining unit. The intent of this Article is not to prohibit the Company from contracting out work but is to prohibit the Company from contracting out work only to the extent that it would reduce the number of employees in the bargaining unit or to affect the opportunity to work forty (40) hours per week by any employee in the bargaining unit

14.02 Performance of Craft Work by Supervisors

Supervisory employees (those classifications excluded from the bargaining unit) shall not perform any work ordinarily done by employees regularly assigned thereto, except in the cases of emergency when qualified employees are not

available, provided that nothing stated above shall prevent a supervisor from using the tools of his work of bargaining unit employees. Nothing of a de minimis or incidental nature shall be construed to be a violation of the contract.

ARTICLE 15 Health and Safety

15.01

When employees report for duty and because of inclement weather are, in the opinion of the supervisor, unable to perform safely their regular work, they shall be assigned such other work as may be available in order that their time may be profitably utilized.

15.02

The maintenance of proper health and sanitary conditions and the observance of all laws relating to fire protection and safety are of mutual concern to the Company and the Union. Any question regarding such matters shall be subject to the grievance and arbitration procedures set forth in this agreement.

15.03

The Company is committed to maintain a workplace free from drugs or alcohol and is obligated to comply with the requirements of the drug free Workplace Act of 1988, as well as the special Department of Defense and Department of Transportation Drug-Free Workforce rules for specific government contractors and operators of designated vehicles, respectively.

The Company has developed and implemented a policy on substance abuse which applies to all employees. The policy being implemented also incorporates those requirements outlined above.

ARTICLE 16
Union Functions

16.01 Bulletin Boards

- A. The Union shall be permitted reasonable space on Company bulletin boards or Union bulletin boards furnished by the Union and approved as to size and location by the Company, for announcements of Union meetings, elections, and recreational and social activities.
- B. Use of such bulletin boards by the Union shall be confined to such Local Union matters as notices of meetings, recreational activities, social affairs, nomination and election of Union officers and such other matters as may properly be considered as non-controversial and non-derogatory of the Company and its personnel. Controversial material, political and advertising and similar material will not be posted. Where any material posted by the Union is deemed by the Company to be controversial in nature, it shall be promptly removed at the request of the Company.

16.02 Union Activity on Company Property

- A. Union members may solicit members, distribute Union literature, and carry on similar Union organization work outside of working periods in space where no Company operations or administrative work is being performed.
- B. An authorized representative of the Union shall have access during normal working hours to all places of work of employees covered under this agreement, for the purpose of inspecting working conditions, or investigating and processing grievances. Such inspection or investigation shall not interfere with the operations of the Company. Union Representatives shall receive approval in advance of the time to conduct the investigation or inspection. Such approval shall not be unreasonably withheld and shall be scheduled by the Company no later than the next work day unless otherwise extended by mutual agreement.

ARTICLE 17
Records

17.01 Personnel Records

Personnel records kept by the Company on an employee which may affect such employee's employment shall be subject to his inspection. After such inspection he shall initial and date the record of acknowledgment of having inspected the record on that date. Upon the development of a grievance condition where necessary to develop pertinent facts having to do with the presentation or resolving of the grievance, such personnel record of employee shall be subject to inspection by the Union upon the employee's written consent.

- A. When entries other than those of a routine nature are made to an employee's personnel record which may affect his employment, the employee shall be so advised. When such an entry is to be made in a personnel record it shall be made within thirty (30) working days of the occurrence of the incident to which the entry refers. All such personnel entries shall be purged after twelve (12) months. Absentee, tardiness entries and entries where progressive discipline has begun will not be purged.

ARTICLE 18
Benefits

18.01 Basic Life Insurance

Full-time employees will be eligible for company-provided basic group term life insurance based on years of service (YOS) as provided below. Such coverage will be effective upon completion of ninety (90) days from date of hire.

YOS	Benefit
<5	\$10,000
5 to < 10	\$15,000
10 to < 15	\$20,000
15 to < 25	\$30,000
25 to < 35	\$40,000
35 plus	\$50,000

18.02 Medical and Dental Premium Contributions

- A. Effective January 1, 2021 the Company will pay 81% 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, 2022 the Company will pay 80% of the monthly premium. **Effective January 1, 2026 the Company will pay 79% 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 (currently EPO 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 plan an employer offers that has a total value greater than \$10,200 for single coverage or \$27,500 for family coverage; the premium thresholds for such high value health plans may be modified from time to time by the Federal government.

To the extent the premiums for any negotiated medical plan offered by the Company exceed the government-mandated thresholds, and that plan will become subject to this "Cadillac Plan" tax, Frontier will consult with its actuaries and make plan design changes necessary to ensure the total value of the plan remains below the government-mandated Cadillac Plan tax thresholds for all levels of coverage (but only to the extent necessary to ensure the plan is not subject to the Cadillac Plan tax).

- B. Effective January 1, 2013 the Company will contribute 75% of the total monthly Dental Plan premium. These Company subsidies are based on the Company sponsored Dental Plan. Any premium costs for a non-sponsored Dental Plan above and beyond the Company subsidy for the Company sponsored Dental Plan will be at the employee's sole expense.
- C. Employees on a leave with no pay status (except FMLA) who wish to continue their medical and dental coverage will be required to pay the entire premium cost to the Company in a timely manner. Employees on layoff who wish to continue their group medical and/or dental coverage will be eligible for a COBRA benefit option.

18.03 Additional Benefit Plans – See Individual Memoranda of Agreement

18.04 Part-time employees benefits are limited to Education and Life Long Learning, Hourly Saving Plan (401 (k)) and Vacation. Other Benefits do not apply.

ARTICLE 19

Union-Management Conferences

Meetings between representatives of the Company and representatives of the Union shall be held at the request of either party upon reasonable notice to the other party. Each party will give the other party the names of its duly authorized representatives and evidence of their authority to act.

19.01

Requests for joint conference shall state the purpose of the meeting and the subject or subjects to be discussed.

- A. Minutes or records of joint conferences shall be kept unless otherwise agreed upon by the Company and the Union representatives, but such minutes or records shall not constitute agreements between the Company and the Union.
- B. Authorized representatives of the Union will be paid at their regular rate of pay for time spent in conference with representatives of the Company during scheduled working hours.
- C. Minutes or records of joint conferences shall be kept unless otherwise agreed upon by the Company and the Union representatives, but such minutes or records shall not constitute agreements between the Company and the Union.
- D. Bargaining on wages, hours of employment, working conditions and other general conditions of employment shall be conducted at the Executive level of Management by duly authorized representatives of the Union and by duly designated representatives of the Company at the Executive Level.

19.02 Collective Bargaining Procedure

- A. Bargaining on wages, hours of employment, working conditions and other general conditions of employment shall be conducted at the Executive level of Management by duly authorized representatives of the Union and by duly designated representatives of the Company at the Executive Level.
 - 1. The Union and the Company agree to notify each other of the names of their respective representatives who are authorized to represent the parties under this Section.

ARTICLE 20

Grievance Procedure

20.01 Definition of a Grievance

- A. Any complaint by an employee or group of employees or by an authorized Union Representative that the employer has violated any terms or conditions of employment expressly provided for in the collective bargaining agreement or any complaint with respect to the interpretation or application of any of the provisions of this collective bargaining agreement shall be a grievance if presented to the Company and the matter is not satisfactorily adjusted.
- B. The Union shall be considered the representative for grievance representation purposes of any employee laid off, discharged or otherwise separated from the payroll until the limits of the grievances and/or arbitration procedure have been exhausted.
- C. At any meeting between a representative of the Company and an employee in which discipline is to be announced, upon the request of such employee a Union Representative shall be present. Discipline shall include suspensions, demotions, discharge, warnings or notifications of any kind which may be placed in the employee's personnel record which may subsequently affect the employee's status or advancement with the Company.

20.02 Adjustment of Grievances

The parties agree that in the handling and adjustment of grievances the following procedures will be followed:

STEP 1 - A grievance must be initiated in writing within thirty (30) days from the date of the first occurrence, by the employee or authorized Union Representative to the immediate supervisor of the aggrieved. Within seven (7) days from the date of notification, the responsible First Line supervisor of the aggrieved shall convene a meeting to discuss the grievance. The supervisors shall render a joint decision within seven (7) calendar days following the adjournment of the meeting.

STEP 2 - If the grievance is not settled in Step 1, the Union shall have ten (10) days to appeal the grievance in writing to the General Manager or his/her designee. From the date of the appeal the Local Union President and the General Manager or his/her designee, shall meet within fifteen (15) days. The General Manager or his/her designee shall give the Local Union President an answer in writing ten (10) days from their meeting.

STEP 3 - If the grievance is not settled in Step 2, the Union shall have fifteen (15) days to appeal the grievance in writing to the Labor Relations representative or his/her designee. From the date of the appeal the International Union Representative and the next level of management and/or the Labor Relations representative of his/her designee, shall meet within fifteen (15) days. The Labor Relations representative or his/her designee shall give the International Union Representative an answer in writing ten (10) days from their meeting. If the grievance is not settled in Step 3 the Union will have forty-five (45) days to notify the Company of their intent to arbitrate.

20.03

- A. After an employee or employees have presented a grievance to the Union for settlement and a Union representative has informed the Company that the Union represents that employee or employees, the Company will not discuss or adjust such grievances with said employee or employees, unless the aggrieved employee or employees initiate a request that the Company discuss and adjust such grievance directly with him or them, but in no event shall an adjustment be made unless a Union representative is afforded an opportunity to be present at such adjustment.
- B. Discharge or lay-off cases, if grieved by the Union, shall be instituted at the second (2nd) step of the grievance procedure. The Grievance must be reduced to writing and submitted within thirty (30) days after the date of discharge or lay-off.
- C.
 - 1. The parties may, by mutual agreement, extend the time limits on any of the foregoing steps of the grievance procedure.
 - 2. The parties may, by mutual agreement, initiate a grievance at any step in the grievance procedure.
- D. A Union Representative shall be offered an opportunity to be present at any of the steps of the grievance procedure. The parties shall keep each other informed in writing of the representatives authorized to act on their behalf with regard to the grievance procedure.
- E. Grievances settled below Step 2 will not be used as a precedent by either party in the handling of future disputes.

- F. All grievances must be presented promptly and processed in accordance with the steps, time limits and conditions set forth. If in any step, the Company's representative fails to give his written answer within the time limit therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit. Failure of the Union to abide by the time limits set forth in this Article shall result in a forfeiture of the grievance. In the event the Company answer at Step 2 of the grievance procedure is not given to the International Union Representative, the Union may appeal the grievance to arbitration on the basis that the Company's last answer is their Step 2 answer.
- G. Union Stewards investigating circumstances surrounding any grievance may do so on Company premises and shall receive the Company's cooperation.
1. When such investigations, as are provided above, are being carried on by Union representatives not on leave from the Company, authorized Union representatives shall be excused from work with full pay, for the reasonable time necessary to investigate the grievance.
 2. Regular time lost by aggrieved employees and any Union representative not on leave of absence in meetings with management representatives with respect to grievance shall be paid for by the Company at the employee's full rate of pay. Necessary traveling time to and from such meetings shall be considered work time and shall be paid for by the Company.
 3. Such investigation will not interfere with the operations of the Company. Union Representatives shall receive approval in advance of the time to conduct the investigation. Such approval shall not be unreasonably withheld and shall be scheduled by the Company no later than the next work day unless otherwise extended by mutual agreement.
- H. Records of grievance meetings may be kept by either party for its own purposes by any device or system suitable to the particular party.

20.04 No Strike – No Lock Out

- A. As the parties have agreed on procedures for handling complaints and grievances, they further agree that there will be no lock outs or strikes during the life of this Agreement.
- B. If an employee is disciplined as a result of an alleged breach of Paragraph "A" above, such disciplinary action will be subject to the full grievance procedure and to arbitration.

- C. In the event of arbitration under "B" above, the arbitrator shall have authority to suspend, modify, or to set aside the disciplinary action.
- D. Any discipline resulting from an alleged violation of Paragraph "A" above will be imposed within a reasonable time but in no event to exceed thirty (30) days from the date the employee first engaged in the alleged violation.

**ARTICLE 21
Federal and State Laws**

- 21.01 If any provisions of this Agreement or its amendments, or the application of such provision to any person or circumstance is held invalid by the Federal or State Law or the final determination of any court or authority of competent jurisdiction, the remainder of this Agreement or its amendments or the application of such provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

**ARTICLE 22
Arbitration Procedure**

- 22.01 Arbitration Under the Contract
 - A. Disputes with respect to interpretation and application of the intent and meaning of the terms of this Agreement, or grievances which have not been satisfactory adjusted under any other provisions of this Agreement, may be referred to arbitration by either party pursuant to the provisions of this Article upon written notice to the other party.
 - B. In the event it became necessary to submit any matter to arbitration as provided in Paragraph "A", the parties, within seven (7) days after the filing of the request for arbitration, will meet to select an impartial arbitrator. Unless the parties otherwise agree upon impartial arbitrator within the seven (7) day period, the arbitrator shall be chosen by the parties from a list of seven (7) names submitted by the Director of the Federal Mediation and Conciliation Service.
 - C. The arbitrator shall have power to rule upon the full merits of the disputes between the parties and shall have the power to order performances either prospectively or retroactively, but the arbitrator shall have no power to add to, take from, or modify the terms of this agreement.
 - D. The compensation and expenses of the Arbitrator and the general expenses of the arbitration shall be shared equally by the parties.

22.02

- A. The steps in connection with any arbitration shall be taken as expeditiously as possible.
- B. The award of the arbitrator shall be final and binding upon both parties.

ARTICLE 23
Payroll Deduction of Union Dues

23.01

- A. The Company agrees to make deduction of initiation fees and monthly Union Membership dues, from the pay of any employee, upon receipt of a payroll deduction authorization card, signed by such employee, and to pay over to the Secretary-Treasurer of the International Union, with the lists as provided in Paragraph "B," the amounts thus deducted. If the payroll deduction authorization card is received on or before the 20th of the month, the first deduction will be made the following month.
 - 1. An employee, having voluntarily assigned such sums as provided above, may revoke such authorization and this right may be exercised only within and during a twenty (20) day period prior to the first anniversary date of the Agreement between the Company and the Union or during and within a twenty (20) day period prior to any subsequent anniversary date of said agreement or renewal thereof, by written notice to the Company and Union.
- B. The Company shall furnish the Union a quarterly statement within ten days of the close of the quarter. The statement will be sent in electronic format including the following information for all employees in the bargaining unit on file:
 - A listing of the members' names and amount of Union dues.
 - A listing of members transferred out of the bargaining unit.
 - A listing of members resigned from the Company.
 - A listing of members granted leave of absence.
 - A listing of members who have changed their name showing the old and new name.
 - A listing of members for whom no deductions were made due to insufficient earnings.

- C. If, for any reason, the Company is unable to make the authorized monthly deduction from pay in any payroll week, the Company will deduct the accumulated authorized monthly deduction in an ensuring month when the employee's pay is sufficient.
- D. When an employee is granted a leave of absence, any authorization for deduction of dues shall be automatically suspended. Such suspended authorizations shall be automatically resumed if an individual on leave is placed on the payroll.
- E. When an employee who has authorized the Company to deduct Union dues is temporarily promoted or transferred to a non-bargained for job, the dues deduction authorization will continue in effect until the temporary promotion or transfer is suspended.
- F. Any change in the amount of monthly Union dues will be certified to the Company by the Secretary-Treasurer of the Communications Workers of America. A certification which changes the dues shall become effective the first day of the fiscal month following the date the Company receives such certification. Annually, if requested, at times to be mutually agreed upon between the parties, the Company will furnish the Union a list, in quadruplicate, showing for each employee in the bargaining unit the payroll number, name, net credit service code, title code, basic rate of pay, class of employee, basic hours, wage area and location code and the amount of dues deducted.

ARTICLE 24 Discrimination

- 24.01 The Company agrees that it will not discriminate in any manner whatsoever against any employee because of membership in the Union; and the Union agrees that it will not discriminate against any employee because of non-membership in the Union.
- 24.02 In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, creed, sex, age or national origin, religion, veteran or handicap status. The Company and the Union further agree to comply with the Americans with Disabilities Act (ADA).

ARTICLE 25 Distribution of Agreement

- 25.01 The Company shall have this Agreement printed by the Union shop and distributed to all of its present employees when they begin work with the Company. The expense of all printing will be equally shared by the Company and the Union.

- A. The distribution of this Agreement shall be accompanied by the following notice which shall be given each employee:

"The Company, by this Agreement, recognized the Communications Workers of America as the sole and exclusive bargaining agent for all non-supervisory employees of the Company."

"The provisions contained in this Agreement handed you herewith were reached as a result of collective bargaining between the Union and the Company. Affiliation, or non-affiliation, with any labor organization is a matter solely for the decision of the employee; the decision of any employee in this matter will not affect his employment or advancement with the Company."

- 25.02 The Company will furnish in writing to the International Representative, Communications Workers of America, AFL-CIO, as designated by the Union, with a copy to the Local President, the name, address, and job classification of all new employees hired within the bargaining unit covered by this Agreement.

ARTICLE 26 Amendments

- 26.01 Any provision of this Agreement may be amended, modified, or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement.

ARTICLE 27 Application

- 27.01 This Agreement shall apply to all full-time, temporary, and part-time employees of the Company within the bargaining unit.

ARTICLE 28 Responsible Union-Company Relationship

- 28.01 The Company and the Union recognize that it is in the best interests of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that the relationship continues and improves, the Company

and the Union and their respective representatives at all levels will apply the terms of this Contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit.

Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose. For all new hires, the supervisor of the Company shall introduce the new hire to the job steward responsible for the group. The supervisor shall furnish all new hires a copy of the collective bargaining agreement on his first day of employment.

28.02 The Union shall be furnished with information with the creation of any new job, substantial change in the nature of a job, or a change in job title.

Where a new job is created or a substantial change in the nature of a job affected, the Union shall have the right to initiate negotiations within thirty (30) days from receipt of notice by the Company for a period not to exceed thirty (30) days.

ARTICLE 29 Voluntary Separation

29.01 When the Company determines that a surplus exists in a work group, it may, prior to implementing force reduction procedures, offer employees in the work unit, in order of seniority, the opportunity to voluntarily terminate their employment with the Company. If no employee in the work group voluntarily terminates, the offer will be extended to all other employees in the same job title within a thirty-five (35) mile radius, in order of seniority. When enough employees have voluntarily terminated, the offer will cease. Employees who elect this option will be given, in addition to any unpaid wages or payment for unused vacation, a lump sum payment equal to the following schedule:

<u>Net Credit Service</u>	<u>Amount of Pay</u>
5 months but less than 1 year	2 weeks' pay
1 year but less than 18 months	3 weeks' pay
18 months but less than 2 years	4 weeks' pay
2 years but less	

than 30 months	5 weeks' pay
30 months but less than 3 years	6 weeks' pay
3 years but less than 42 months	7 weeks' pay
42 months but less than 4 years	8 weeks' pay
4 years but less than 54 months	10 weeks' pay
54 months but less than 5 years	11 weeks' pay
5 years but less than 66 months	12 weeks' pay
66 months but less than 10 years	12 weeks' pay
10 years but less than 15 years	13 weeks' pay
14 years but less than 20 years	14 weeks' pay
20 years or more	15 weeks' pay

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LETTER OF UNDERSTANDING

It is the intent of the Company to make a reasonable effort to maintain work for the employees of this unit. Additionally, the Company will, when necessary, afford more work opportunities in excess of a normal work week for classifications where additional work performed by that classification is required. It is agreed, when overtime becomes available, the Company will offer overtime to employees in the affected classifications prior to offering overtime to hourly contractors. With regard to unit-based contractors, should a unit-based contractor be loaded with additional units and begin work on any additional unit after having been in the Company dispatch system for eight (8) hours in a day, it will be considered as an overtime opportunity for the purposes of this Letter of Understanding.

NEW HIRE ORIENTATION

When new hires are hired into the bargaining unit, the Company shall provide up to thirty (30) minutes to the appropriate Union representative for the purpose of furnishing such employees with information about the Union, the Collective Bargaining Agreement, and to answer any Union-related questions. Time spent by the new employee(s) and the union representative will be considered as time worked.

DURATION OF AGREEMENT

The agreement shall become effective April 24, **2022**, and shall remain in effect until midnight **April 25, 2026**, and thereafter shall continue in effect unless terminated by either party at the end of the initial period, or at any time thereafter by notice in writing to the other party sixty (60) days prior to the end of the initial period or sixty (60) days prior to the date thereafter on which termination shall become effective.

In addition to the right of either party to terminate the agreement as specified above, either party may, not earlier than sixty (60) days prior to the end of the initial period, request in writing negotiations or modifications or amendments to this Agreement. If such a written request is made (and the other party has not terminated the Agreement) the parties shall negotiate as proposed by either party and this Agreement will continue in effect unless replaced by a new or amended Agreement or until terminated by either party giving sixty (60) days notice of termination to the other party.

Communications Workers of America

By: Gene Redd

Attested By:



Frontier Communications, Inc.
Western North Carolina

By: **Rick Carpenter**

Attested by:



**APPENDIX A
WAGE SCHEDULES**

Wage Schedule: 1

	4/25/2021	4/24/2022	10/23/2022	4/23/2023	10/22/2023	4/21/2024	10/20/2024	4/20/2025	10/19/2025
		2%	1.50%	1.50%	1.50%	1.50%	2%	1.50%	1%
Start	\$17.52	\$17.87	\$18.14	\$18.41	\$18.69	\$18.97	\$19.35	\$19.64	\$19.84
6 Mo.	\$18.06	\$18.42	\$18.70	\$18.98	\$19.26	\$19.55	\$19.94	\$20.24	\$20.44
12 Mo.	\$18.79	\$19.17	\$19.46	\$19.75	\$20.05	\$20.35	\$20.76	\$21.07	\$21.28
18 Mo.	\$19.51	\$19.90	\$20.20	\$20.50	\$20.81	\$21.12	\$21.54	\$21.86	\$22.08
24 Mo.	\$20.18	\$20.58	\$20.89	\$21.20	\$21.52	\$21.84	\$22.28	\$22.61	\$22.84
30 Mo.	\$20.92	\$21.34	\$21.66	\$21.98	\$22.31	\$22.64	\$23.09	\$23.44	\$23.67
36 Mo.	\$21.59	\$22.02	\$22.35	\$22.69	\$23.03	\$23.38	\$23.85	\$24.21	\$24.45
42 Mo.	\$22.38	\$22.83	\$23.17	\$23.52	\$23.87	\$24.23	\$24.71	\$25.08	\$25.33
Top	\$23.22	\$23.68	\$24.04	\$24.40	\$24.77	\$25.14	\$25.64	\$26.02	\$26.28

Job Title(s): ENGINEERING ASSISTANT II, SUPPLY CLERK

Wage Schedule: 2

	4/25/2021	4/24/2022	10/23/2022	4/23/2023	10/22/2023	4/21/2024	10/20/2024	4/20/2025	10/19/2025
		2%	1.50%	1.50%	1.50%	1.50%	2%	1.50%	1%
Start	\$15.70	\$16.01	\$16.25	\$16.49	\$16.74	\$16.99	\$17.33	\$17.59	\$17.77
6 Mo.	\$16.19	\$16.51	\$16.76	\$17.01	\$17.27	\$17.53	\$17.88	\$18.15	\$18.33
12 Mo.	\$16.92	\$17.26	\$17.52	\$17.78	\$18.05	\$18.32	\$18.69	\$18.97	\$19.16
18 Mo.	\$17.65	\$18.00	\$18.27	\$18.54	\$18.82	\$19.10	\$19.48	\$19.77	\$19.97
24 Mo.	\$18.51	\$18.88	\$19.16	\$19.45	\$19.74	\$20.04	\$20.44	\$20.75	\$20.96
Top	\$20.18	\$20.58	\$20.89	\$21.20	\$21.52	\$21.84	\$22.28	\$22.61	\$22.84

Job Title(s): BUILDING ATTENDANT

Wage Schedule: 3

	4/25/2021	4/24/2022	10/23/2022	4/23/2023	10/22/2023	4/21/2024	10/20/2024	4/20/2025	10/19/2025
		2%	1.50%	1.50%	1.50%	1.50%	2%	1.50%	1%
Start	\$19.11	\$19.49	\$19.78	\$20.08	\$20.38	\$20.69	\$21.10	\$21.42	\$21.63
6 Mo.	\$20.18	\$20.58	\$20.89	\$21.20	\$21.52	\$21.84	\$22.28	\$22.61	\$22.84
12 Mo.	\$21.50	\$21.93	\$22.26	\$22.59	\$22.93	\$23.27	\$23.74	\$24.10	\$24.34
18 Mo.	\$22.73	\$23.18	\$23.53	\$23.88	\$24.24	\$24.60	\$25.09	\$25.47	\$25.72
24 Mo.	\$24.06	\$24.54	\$24.91	\$25.28	\$25.66	\$26.04	\$26.56	\$26.96	\$27.23
30 Mo.	\$25.09	\$25.59	\$25.97	\$26.36	\$26.76	\$27.16	\$27.70	\$28.12	\$28.40
Top	\$27.90	\$28.46	\$28.89	\$29.32	\$29.76	\$30.21	\$30.81	\$31.27	\$31.58

Job Title(s): COLLECTOR/MAINTAINER, LINE WORKER

Wage Schedule: 4

	4/25/2021	4/24/2022	10/23/2022	4/23/2023	10/22/2023	4/21/2024	10/20/2024	4/20/2025	10/19/2025
		2%	1.50%	1.50%	1.50%	1.50%	2%	1.50%	1%
Start	\$18.39	\$18.76	\$19.04	\$19.33	\$19.62	\$19.91	\$20.31	\$20.61	\$20.82
6 Mo.	\$19.20	\$19.58	\$19.87	\$20.17	\$20.47	\$20.78	\$21.20	\$21.52	\$21.74
12 Mo.	\$19.93	\$20.33	\$20.63	\$20.94	\$21.25	\$21.57	\$22.00	\$22.33	\$22.55
18 Mo.	\$20.72	\$21.13	\$21.45	\$21.77	\$22.10	\$22.43	\$22.88	\$23.22	\$23.45
24 Mo.	\$21.50	\$21.93	\$22.26	\$22.59	\$22.93	\$23.27	\$23.74	\$24.10	\$24.34
30 Mo.	\$22.50	\$22.95	\$23.29	\$23.64	\$23.99	\$24.35	\$24.84	\$25.21	\$25.46
Top	\$25.58	\$26.09	\$26.48	\$26.88	\$27.28	\$27.69	\$28.24	\$28.66	\$28.95

Job Title(s): STOREKEEPER

Wage Schedule: 5

	4/25/2021	4/24/2022	10/23/2022	4/23/2023	10/22/2023	4/21/2024	10/20/2024	4/20/2025	10/19/2025
		2%	1.50%	1.50%	1.50%	1.50%	2%	1.50%	1%
Start	\$19.71	\$20.10	\$20.40	\$20.71	\$21.02	\$21.34	\$21.77	\$22.10	\$22.32
6 Mo.	\$20.31	\$20.72	\$21.03	\$21.35	\$21.67	\$22.00	\$22.44	\$22.78	\$23.01
12 Mo.	\$21.73	\$22.16	\$22.49	\$22.83	\$23.17	\$23.52	\$23.99	\$24.35	\$24.59
18 Mo.	\$23.30	\$23.77	\$24.13	\$24.49	\$24.86	\$25.23	\$25.73	\$26.12	\$26.38
24 Mo.	\$25.41	\$25.92	\$26.31	\$26.70	\$27.10	\$27.51	\$28.06	\$28.48	\$28.76
30 Mo.	\$27.39	\$27.94	\$28.36	\$28.79	\$29.22	\$29.66	\$30.25	\$30.70	\$31.01
Top	\$30.47	\$31.08	\$31.55	\$32.02	\$32.50	\$32.99	\$33.65	\$34.15	\$34.49

Job Title(s): SR. LINE WORKER

Wage Schedule: 6

	4/25/2021	4/24/2022	10/23/2022	4/23/2023	10/22/2023	4/21/2024	10/20/2024	4/20/2025	10/19/2025
		2%	1.50%	1.50%	1.50%	1.50%	2%	1.50%	1%
Start	\$19.71	\$20.10	\$20.40	\$20.71	\$21.02	\$21.34	\$21.77	\$22.10	\$22.32
6 Mo.	\$20.31	\$20.72	\$21.03	\$21.35	\$21.67	\$22.00	\$22.44	\$22.78	\$23.01
12 Mo.	\$21.73	\$22.16	\$22.49	\$22.83	\$23.17	\$23.52	\$23.99	\$24.35	\$24.59
18 Mo.	\$23.30	\$23.77	\$24.13	\$24.49	\$24.86	\$25.23	\$25.73	\$26.12	\$26.38
24 Mo.	\$25.41	\$25.92	\$26.31	\$26.70	\$27.10	\$27.51	\$28.06	\$28.48	\$28.76
30 Mo.	\$27.39	\$27.94	\$28.36	\$28.79	\$29.22	\$29.66	\$30.25	\$30.70	\$31.01
Top	\$31.40	\$32.03	\$32.51	\$33.00	\$33.50	\$34.00	\$34.68	\$35.20	\$35.55

Job Titles: SALES and SERVICE TECHNICIAN II, FACILITY LOCATE ASSIGNER, FIBER NETWORK FIELD TECHNICIAN, CABLE SPLICER

Wage Schedule: 7

	4/25/2021	4/24/2022	10/23/2022	4/23/2023	10/22/2023	4/21/2024	10/20/2024	4/20/2025	10/19/2025
		2%	1.50%	1.50%	1.50%	1.50%	2%	1.50%	1%
Start	\$20.31	\$20.72	\$21.03	\$21.35	\$21.67	\$22.00	\$22.44	\$22.78	\$23.01
6 Mo.	\$22.27	\$22.72	\$23.06	\$23.41	\$23.76	\$24.12	\$24.60	\$24.97	\$25.22
12 Mo.	\$24.44	\$24.93	\$25.30	\$25.68	\$26.07	\$26.46	\$26.99	\$27.39	\$27.66
18 Mo.	\$26.09	\$26.61	\$27.01	\$27.42	\$27.83	\$28.25	\$28.82	\$29.25	\$29.54
24 Mo.	\$28.09	\$28.65	\$29.08	\$29.52	\$29.96	\$30.41	\$31.02	\$31.49	\$31.80
30 Mo.	\$30.41	\$31.02	\$31.49	\$31.96	\$32.44	\$32.93	\$33.59	\$34.09	\$34.43
Top	\$33.49	\$34.16	\$34.67	\$35.19	\$35.72	\$36.26	\$36.99	\$37.54	\$37.92

Job Titles: BUILDING SERVICES TECHNICIAN, CABLE SPLICER-GF,
 NETWORK TECHNICIAN, SALES and SERVICE TECHNICIAN I,
 ENGINEERING ASSISTANT, EQUIPMENT INSTALLER, FACILITY LOCATE
 ASSIGNER-GF

Wage Schedule: 8

	4/25/2021	4/24/2022	10/23/2022	4/23/2023	10/22/2023	4/21/2024	10/20/2024	4/20/2025	10/19/2025
		2%	1.50%	1.50%	1.50%	1.50%	2%	1.50%	1%
Start	\$21.09	\$21.51	\$21.83	\$22.16	\$22.49	\$22.83	\$23.29	\$23.64	\$23.88
6 Mo.	\$23.03	\$23.49	\$23.84	\$24.20	\$24.56	\$24.93	\$25.43	\$25.81	\$26.07
12 Mo.	\$25.09	\$25.59	\$25.97	\$26.36	\$26.76	\$27.16	\$27.70	\$28.12	\$28.40
18 Mo.	\$27.38	\$27.93	\$28.35	\$28.78	\$29.21	\$29.65	\$30.24	\$30.69	\$31.00
24 Mo.	\$29.87	\$30.47	\$30.93	\$31.39	\$31.86	\$32.34	\$32.99	\$33.48	\$33.81
30 Mo.	\$32.60	\$33.25	\$33.75	\$34.26	\$34.77	\$35.29	\$36.00	\$36.54	\$36.91
36 Mo.	\$35.56	\$36.27	\$36.81	\$37.36	\$37.92	\$38.49	\$39.26	\$39.85	\$40.25
42 Mo.	\$38.79	\$39.57	\$40.16	\$40.76	\$41.37	\$41.99	\$42.83	\$43.47	\$43.90
Top	\$42.34	\$43.19	\$43.84	\$44.50	\$45.17	\$45.85	\$46.77	\$47.47	\$47.94

Job Titles: CUSTOMER ENGINEER-DATA APPLICATIONS

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

BACKFILL OF CENTRAL OFFICE POSITIONS

Frontier Communications, Inc. (also “The Company”) and Communications Workers of America (also “The Union”) agree to the backfill of Central Office positions (Network Technician job title) under the conditions and in the manner described below.

During the course of bargaining a successor agreement the Union expressed concerns about the potential elimination of advancement opportunities for certain job titles should the Company use contractors and not backfill positions in job titles that the Union considers to be advancement opportunities.

With the understanding that Central Office positions (Network Technician job title) are considered by the Union to be coveted positions for advancement by other job titles, the Company hereby agrees to backfill Network Technician positions that may become available during the life of the collective bargaining agreement should any of the following occur provided a business need exists for a regular full-time Network Technician position:

1. The voluntary separation of a current Network Technician
2. The separation for cause of a current Network Technician
3. The transfer of a Network Technician to another position within the bargaining unit

The normal contractual process for posting and bidding available positions will continue to be followed.

This Memorandum of Agreement is effective upon ratification of the overall Tentative Agreement between the parties and shall expire on **April 25, 2026**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications, Inc.



Rick Carpenter
Director -Labor Relations

Communications Workers of America



Gene Redd
CWA Staff Representative

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

and

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL 3673)**

BUILDING SERVICES TECHNICIAN

Frontier Communications, Inc. continues to reserve the right to outsource any of the work normally performed by employee(s) in the Building Services Technician position as the need exists. Due to the uniqueness of the overtime requirements associated with the Building Services Technician position, it is understood that normal overtime equalization and administration procedures in the primary agreement will not apply for this position only.

In addition, whenever feasible the Company may use other qualified hourly represented employees of the Company to supplement the existing employee in the Building Services Technician job classification in WNC as the business need exists.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director -Labor Relations

Gene Redd
CWA Staff Representative

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

UNIFORM PROGRAM

Frontier Communications, Inc. and Communications Workers of America (hereinafter "CWA" or "Union") recognize the necessity to enhance and promote a professional businesslike image in the highly competitive telecommunications workplace. Therefore, Company uniforms may be required of employees whose job assignments may lead to face-to-face customer contact.

Additional employees in job classifications who may be required to wear uniforms under this program may be included by mutual agreement.

Employees designated to participate in the Company's Uniform Program will be allowed to order the following number of items annually, on an "as needed" basis:

- (a) four (4) hats
- (b) one (1) jacket
- (c) seven (7) pants
- (d) seven (7) shirts

- Shirts may be ordered with or without the Union logo on the sleeve.
- The employee will be responsible for the cleaning and continued upkeep of the uniform items, subject to applicable state regulations.
- Baseball-style Frontier caps must be worn if employees desire to wear a hat at work (except for required hard hats).
- The Company may modify the features of this plan at any time, provided the costs of any changes are not borne by the employee. The provisions of the MOA have been entered into in good faith and it is not the Company's intent to arbitrarily

modify or eliminate any features of the plan during the term of this agreement. The Company will discuss any modifications to this Program or change of vendor with the Union prior to implementation.

- These discussions will be designed to provide the rationale and receive input from the union of the modifications being contemplated.
- It is further expected that all employees will exercise good judgment and common sense in projecting the proper professional image appropriate for their assignment and be neat, clean and well groomed.
- The parties agree that uniform pants will not be provided during the term of the 2018-2022 CBA. Instead, employees will be permitted to wear jeans (or Carhartt, Dickies or the like) for the term of the CBA. Jeans and other pants must be presentable, have no rips or tears, and pose no safety risk.

This Memorandum of Agreement will become effective April 24, **2022**. The Company may terminate this MOA with 30 days notice to the Union should it decide to no longer require uniforms to be worn by employees.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director -Labor Relations

Gene Redd
CWA Staff Representative

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

COMPREHENSIVE MEDICAL PLAN

1. Frontier Communications, Inc. and Communications Workers of America agree to continue the provisions of the Company sponsored 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.
 - B. Maintenance of Benefits permitted to the level of benefits provided in the Medical Plan.
 - C. The following options are available to employees and their eligible dependents pertaining to enrollment in a company-sponsored medical plan:
 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, the employee is eligible for an annual "opt out" credit of seven hundred dollars (\$700).

Note: The credits described in paragraph 2 may 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. Tobacco User Premium: Effective 1/1/2012 employees and/or covered spouses 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.

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.
6. This Memorandum of Agreement is effective on April 24, **2022** and shall expire on **April 25, 2026**. 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 to by the parties in writing.

Frontier Communications, Inc.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director -Labor Relations

Gene Redd
CWA Staff Representative

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS
In Area and Out of Area Plans

Benefits	<ul style="list-style-type: none"> • PPO Available and Used • PPO Not Available 	<ul style="list-style-type: none"> • PPO Available and Not Used 		
<u>General</u>				
Calendar Year Deductible (No carry over)	Employee Only	\$200	Employee Only	\$200
	Employee + 1	\$400	Employee + 1	\$400
	Employee + 2 or more	\$600	Employee + 2 or more	\$600
	<u>Effective 1/1/19</u>		<u>Effective 1/1/19</u>	
	Employee Only	\$300	Employee Only	\$350
	Employee + 1	\$600	Employee + 1	\$700
Employee + 2 or more	\$900	Employee + 2 or more	\$1,050	
Out of Pocket Maximums	Employee Only	\$2,000	Employee Only	\$2,000
	Employee + 1	\$4,000	Employee + 1	\$4,000
	Employee + 2 or more	\$6,000	Employee + 2 or more	\$6,000
	<u>Effective 1/1/19</u>		<u>Effective 1/1/19</u>	
	Employee Only	\$3,000	Employee Only	\$3,500
	Employee + 1	\$6,000	Employee + 1	\$7,000
Employee + 2 or more	\$8,000	Employee + 2 or more	\$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	

*Effective 1/1/2016, per the ACA, the term "R&C" has been replaced by the term "maximum allowable amount."

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS
In Area and Out of Area Plans

Benefits	<ul style="list-style-type: none"> • PPO Available and Used • PPO Not Available 	<ul style="list-style-type: none"> • PPO Available and Not Used
<u>Hospital Services</u>		
Room and Board (Subject to Care Coordination)	80% of negotiated rate after deductible satisfied. <ul style="list-style-type: none"> • Semi Private Room • Intensive & Cardiac Care Units 	70% of R&C* after deductible satisfied. <ul style="list-style-type: none"> • Semi Private Room • Intensive & Cardiac Care Units
Emergency Outpatient for Accidents	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Preadmission Tests	100% of negotiated rate 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.)	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.)
Inpatient Services and Supplies	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied (70% effective 1/1/2016).
<u>Professional Services</u>		
Doctor's Surgical Charges	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied (70% effective 1/1/2016).

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS
In Area and Out of Area Plans

Benefits	<ul style="list-style-type: none"> • PPO Available and Used • PPO Not Available 	<ul style="list-style-type: none"> • PPO Available and Not Used
Outpatient Surgery	\$15 copayment \$25 copayment for PCP & \$30 copayment for specialist (effective 1/1/2016.) (In an outpatient facility, 80% of negotiated rate with no copay after deductible)	80% of R&C after deductible satisfied (70% effective 1/1/2016).
PCP Office/Home Visits	\$15 per office visit \$25 per office visit (Effective 1/1/16) 80% of negotiated rate after deductible for home visits. (Effective 1/11/16)	80% of R&C after deductible satisfied (70% effective 1/1/2016).
Urgent Care	\$15 copayment \$25 copayment (Effective 1/1/19)	70% of R&C after deductible satisfied
Specialist Visits	\$15 per office visit \$30 per office visit (1/1/16) (80% of negotiated rate after deductible for home visits.)	80% of R&C after deductible satisfied (70% effective 1/1/2016).
Diagnostic Lab and X-ray in Doctor's Office	\$15 copayment \$25 copayment if PCP (Effective 1/1/16) \$30 copayment if Specialist (Effective 1/1/16)	80% of R&C after deductible satisfied (70% effective 1/1/2016).
Diagnostic Lab and X-Ray in outpatient facility	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied (70% effective 1/1/2016).

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS
In Area and Out of Area Plans

Benefits	<ul style="list-style-type: none"> • PPO Available and Used • PPO Not Available 	<ul style="list-style-type: none"> • PPO Available and Not Used
Allergy Shots	\$5 copay. If other services are performed, \$15 copay (\$25 effective 1/1/2016).	80% of R&C after deductible satisfied (70% effective 1/1/2016).
Maternity	\$15 office visit copay, first visit only (\$25 effective 1/1/16). Covered the same as any other illness or injury. No deductible applies.	80% of R&C after deductible satisfied (70% effective 1/1/2016).
Nurse/Midwife	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied (70% effective 1/1/2016).
Birthing Center	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied (70% effective 1/1/2016).
Artificial Insemination & In Vitro Fertilization (Subject to Care Coordination)	Limited to 50% of negotiated rate to a maximum of \$15,000 per lifetime. (\$15,000 applies to overall lifetime maximum.)	Limited to 50% of R&C to a maximum of \$15,000 per lifetime. (\$15,000 applies to overall lifetime maximum.) In Vitro Fertilization not covered.
<u>Other Services</u>		
Acupuncture	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.	80% of R&C after deductible satisfied (70% effective 1/1/2016). (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.

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS
In Area and Out of Area Plans

Benefits	<ul style="list-style-type: none"> • PPO Available and Used • PPO Not Available 	<ul style="list-style-type: none"> • PPO Available and Not Used
Chiropractor Services	\$15 office visit copay (\$25 effective 1/1/16) (12 visits per year threshold. Additional services may be covered if approved by Care Coordination.)	80% of R&C after deductible satisfied (70% effective 1/1/2016). (12 visits per year threshold. Additional services may be covered if approved by Care Coordination.)
Physical & Occupational Therapy	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied (70% effective 1/1/2016).
Radiation Therapy	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied (70% effective 1/1/2016).
Speech Therapy	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied (70% effective 1/1/2016).
	Expanded speech therapy benefit for children under age 3.	Expanded speech therapy benefit for children under age 3
	(20 visit limit per calendar year.)	(20 visit limit per calendar year.)
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. <ul style="list-style-type: none"> • Travel & Lodging lifetime maximum of \$10,000. 	80% of R&C after deductible (70% effective 1/1/2016)

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS
In Area and Out of Area Plans

Benefits	<ul style="list-style-type: none"> • PPO Available and Used • PPO Not Available 	<ul style="list-style-type: none"> • PPO Available and Not Used
	<ul style="list-style-type: none"> • Lodging & Meal Allowance of \$50 individual / \$100 family per day. 	
	Organ Search & Procurement - bone marrow is limited to \$25,000. (combined total both in & out of network)	Organ Search & Procurement - bone marrow is limited to \$25,000. (combined total both in & out of network)
Corrective Appliances & Artificial Limbs	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied (70% effective 1/1/2016).
Home Rental of Durable Medical Equipment (Subject to Care Coordination if amounts exceeds \$1,000)	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied (70% effective 1/1/2016).
Oral Surgeries	80% of negotiated rate after deductible satisfied. (Surgery meeting medical necessity guidelines covered.)	80% of R&C after deductible satisfied (70% effective 1/1/2016). (Surgery meeting medical necessity guidelines covered.)
Voluntary Sterilization	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied (70% effective 1/1/2016).
Home Health Care (Subject to Care Coordination)	100% of negotiated rate not subject to deductible. (Up to 52 HHC visits in a calendar year.)	100% of R&C not subject to deductible. (Up to 52 HHC visits in a calendar year.)

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS
In Area and Out of Area Plans

Benefits	<ul style="list-style-type: none"> • PPO Available and Used • PPO Not Available 	<ul style="list-style-type: none"> • PPO Available and Not Used
	<u>Effective 1/1/16</u> \$30 copay after deductible. (Up to 52 HHC visits in a calendar year.)	<u>Effective 1/1/16</u> \$30 copay after deductible. (Up to 52 HHC visits in a calendar year.)
Skilled Nursing Facility (Subject to Care Coordination, in lieu of hospitalization)	80% of negotiated rate after deductible satisfied. (Semi-private rate - 120 days per calendar year.)	80% of R&C after deductible satisfied (70% effective 1/1/2016). (up to 120 days per calendar year)
Hospice Care (Subject to Care Coordination)	Hospice Facility or At Home Hospice - 100% of negotiated rate, no deductible (if life expectancy is less than 6 months).	Hospice Facility or At Home Hospice - 100% of R&C, no deductible (if life expectancy is less than 6 months).
	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.)	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	80% of negotiated rate, no deductible, voluntary.	80% of R&C, no deductible, voluntary (70% effective 1/1/2016).
<u>Preventive Care</u>		
Includes Well Woman Exam, Mammograms, Immunizations, Prostate Specific Antigen, Sigmoidoscopy, Colonoscopy, Fecal Occult Blood Test	In-network - 100% of negotiated rate (Not subject to copay or deductible)	Out-of-network - 100% of R&C, no deductible (70% effective 1/1/2016).

**COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS
In Area and Out of Area Plans**

Benefits	<ul style="list-style-type: none"> • PPO Available and Used • PPO Not Available 	<ul style="list-style-type: none"> • PPO Available and Not Used
<u>Care Coordination</u> (Pre-notification Required)	<ul style="list-style-type: none"> • Hospitalization • Admission to hospital through ER • In-patient services • Skilled Nursing Facility • Home Health Care • Hospice • Chiropractic services beyond 12th visit • Artificial Insemination • In-Vitro Fertilization • Durable Medical Equipment exceeding \$1000 • Continued stay for Maternity • Private Duty Nursing • Organ Transplant <p align="center">Non-notification penalty: Lessor of actual charge or \$200</p>	<ul style="list-style-type: none"> • Hospitalization • Admission to hospital through ER • In-patient services • Skilled Nursing Facility • Home Health Care • Hospice • Chiropractic services beyond 12th visit • Artificial Insemination • In-Vitro Fertilization • Durable Medical Equipment exceeding \$1000 • Continued stay for Maternity • Private Duty Nursing • Organ Transplant <p align="center">Non-notification penalty: Lessor of actual charge or \$200</p>

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&C.
- If copay applies (e.g., Doctor's Office Visit, Chiropractor Services, Allergy Shots), benefits are paid at 80% R&C.
- Effective 1/1/2016 nation-wide network available to all participants.

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS
In Area and Out of Area Plans

MENTAL HEALTH/SUBSTANCE ABUSE CARE

BENEFITS	IN FRONTIER STANDARD MH/SA NETWORK	OUTSIDE FRONTIER STANDARD MH/SA NETWORK
In-patient hospital	100%	Not covered
	<u>Effective 1/1/16</u> 80% after deductible.	
Partial hospitalization	100%	Not covered
	<u>Effective 1/1/16</u> 80% after deductible	
Out-patient	100% after \$15 co-payment per visit.	Not Covered
	<u>Effective 1/1/16</u> 100% after \$25 co-payment per visit.	

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN, NORTH CAROLINA LOCAL UNION 3673)**

CUSTOMER ENGINEER-DATA APPLICATIONS

1. The parties agree to the following provisions concerning the newly established classification of Customer Engineer-Data Applications.
2. The position profile provides some general information concerning the duties and qualifications of the classification. It is understood that this does not constitute an inclusive job description or indicate that the qualifications will not change over time.
3. It is agreed that Customer Engineer-Data Applications from other Verizon South, Inc. bargaining units may be assigned to work within the jurisdiction of this bargaining unit.
4. Customer Engineer-Data Applications will be placed on new Wage Schedule 8.

FRONTIER COMMUNICATIONS,
INC.



Rick Carpenter
Director -Labor Relations

Date:

COMMUNICATIONS WORKERS
OF AMERICA



Gene Redd
CWA Staff Representative

Date:

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS, INC.

and

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

DENTAL PLAN

1. Frontier Communications, Inc. and Communications Workers of America 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 (SPD). 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 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 employee contribution shall be in accordance with Article 18 of 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. This Memorandum of Agreement is effective on April 24, **2022** and shall expire on **April 25, 2026**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Dental Plan, shall also terminate on **April 25, 2026**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director -Labor Relations

Date: 5/23/2022



Gene Redd
CWA Staff Representative

Date: 5/23/2022

DENTAL PLAN HIGHLIGHTS

Benefit	Coverage Level
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, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

FAMILY AND MEDICAL LEAVES OF ABSENCE (FMLA)

1. Frontier Communications, Inc. and Communications Workers of America 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 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) work weeks 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 Departments 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 employees 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 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). 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 FMLA leave, eligible employees are entitled to maintain company-paid basic 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 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 April 24, **2022**, and shall expire on **April 25, 2026**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on **April 25, 2026**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director -Labor Relations

Gene Redd
CWA Staff Representative

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

FIBER NETWORK FIELD TECHNICIAN

Frontier Communications, Inc. and Communications Workers of America agree to the following:

1. The title Fiber Network Field Technician will be placed on current Wage Schedule 6 of the collective bargaining agreement. This title will be responsible for tasks assigned by the Company in connection with service order and repair activity on fiber network facilities between and including the customer-serving terminal and into the customer's premise, as well as installation activity at the fiber hub. These tasks will include, but not be limited to, installation and maintenance of voice, data and video equipment and/or service at the customer premise, in addition to providing revenue enhancing offers to the customer.
2. The Company reserves the right to establish work schedules consistent with the collective bargaining agreement, requirements for training, selection, certification, Business Attire, appearance and other requirements for Fiber Network Field Technicians.
3. These positions will be staffed, for a period of time to be determined by the Company, from existing CZT II's (now SST II's) who meet all requirements set by the Company. In making these selections, the Company will consider the employee's seniority but reserves the right to make these designations on its determination of the employee meeting its requirements.
4. Future positions will be filled according to the Procedures outlined in Article 12. Candidates for these positions will be required to pass all other appropriate testing requirements for this position as determined by the Company.

This Memorandum of Agreement is effective on April 24, 2014.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director -Labor Relations

Gene Redd
CWA Staff Representative

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

FLEXIBLE REIMBURSEMENT PLAN (FRP)

1. Frontier Communications, Inc. agrees to continue the Flexible Reimbursement Plan (FRP).
2. For all regular full time and part time employees, coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later.
3. For a summary of details refer to the Flexible Reimbursement Plan Summary Plan Description (SPD).
4. 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.
5. This Memorandum of Agreement is effective on April 24, **2022**, and shall expire on **April 25, 2026**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Flexible Reimbursement Plan, shall also terminate **April 25, 2026**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director -Labor Relations

Gene Redd
CWA Staff Representative

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

HEARING AID BENEFIT

1. Frontier Communications, Inc. and Communications Workers of America 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.
4. This Memorandum of Agreement is effective on April 24, **2022**, and shall expire on **April 25, 2026**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Hearing Aid Benefit, shall also terminate on **April 25, 2026**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director -Labor Relations

Gene Redd
CWA Staff Representative

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

and

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

INCOME SECURITY PLAN (ISP)

1. Frontier Communications, Inc. and Communications Workers of America 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 employee's 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 work group and/or work location, regular employees meeting the following qualifications shall be eligible for Plan participation:
 - A Accredited service of one 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 work group(s) and/or work location(s) in which a surplus exists, the number of work groups and/or work locations in which a surplus exists, the number of employees in such titles and locations which are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Plan. In no event shall the number of employee elections accepted under the terms of the Plan exceed the number of employees determined by the Company to be surplus.
4. For those employees who are eligible in accordance with Sections 1 and 2, the Company will provide the following ISP Termination pay benefits:
 - 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 4 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 the 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 for 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. Reemployed employees must complete one (1) full year of accredited service with the Company before coming eligible again for termination benefits. Those employees who have previously received termination benefits of any kind shall be eligible for ISP Termination Pay benefits based on their most

recent date of hire in lieu of their accredited service date 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 such fourteen (14) calendar day period.
10. This Agreement will be implemented prior to invoking the provisions of Article 7 (Force Adjustments) 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 arbitration procedure of the Collective Bargaining Agreement.
12. This Memorandum of Agreement is effective on April 24, **2022**, and shall expire on **April 25, 2026**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on **April 25, 2026**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director -Labor Relations

Gene Redd
CWA Staff Representative

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

and

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

JOB CLASSIFICATIONS

Frontier Communications, Inc. and Communications Workers of America agree to modify the following job classifications in the current collective bargaining agreement to the Company standard job titles/classifications proposed. The proposed job titles/classifications listed in the chart below shall take precedence over the current job titles listed in Appendix A, Wage Schedules, of the new Collective Bargaining Agreement.

The changes noted below do not impact the typical job duties of each job classification.

CURRENT JOB TITLE	WAGE SCHEDULE
Engineering Assistant II	1
Network Technician	7
Sales & Service Technician II	6
Sales & Service Technician I	7

The parties further agree to remove the inactive and unpopulated Frameperson job classification on wage schedule 3 and Cashier job classification on wage schedule 1 from the new Collective Bargaining Agreement. Additionally, the Company agrees, the current Frameperson wage rates will be modified to the proposed Frameworker job title and retained for purposes of future negotiations of the applicable wage rate only should it be reintroduced in the Western North Carolina.

CURRENT JOB TITLE	DELETED JOB ITLE	PROPOSED JOB TITLE	CURRENT WAGE SCHEDULE
Frameperson	Frameperson	Frame Worker	3
Cashier	Cashier		1

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director -Labor Relations

Gene Redd
CWA Staff Representative

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

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, Inc. and Communications Workers of America 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:
 - Coverage under the Plan begins six (6) months from date of hire.
 - When opting up or increasing the LTD benefit level additionally may require regular full-time employees to submit evidence of good health at their expense and 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 Pre-existing Conditions that existed within ninety (90) days before the date LTD coverage began. Coverage for Pre-existing Conditions begins twelve (12) months after the coverage effective date.
 - Any employee contributions for supplemental LTD are continuously paid following enrollment

2. The cost of the Basic LTD plan coverage will be paid by the Company. The Company agrees to offer at least one option for supplemental LTD coverage ("buy up"). Contributions for employee paid supplemental 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 \$2,083 per month, or
- Up to 60% or 66 2/3% of the employee's basic monthly earnings, up to a maximum of \$15,000 per month

Monthly benefits shall be coordinated and reduced by any amount received by 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, 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. 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 twenty four (24) 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 twenty four (24) 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 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>
Under age 61	To your normal retirement age*,but not less than 60 months
61	To your normal retirement age*,but not less than 48 months
62	To your normal retirement age*,but not less than 42 months
63	To your normal retirement age*,but not less than 36 months
64	To your normal retirement age*,but not less than 30 months
65	24 Months
66	21 Months
67	18 Months
68	15 Months
Age 69 and over	12 Months

- *Your normal retirement age is your retirement age under the Social Security Act where retirement age depends on your year of birth.
 - Disabilities as a result of a mental health disorder, alcoholism or drug addiction, will generally result in monthly LTD benefits for no longer than twenty four (24) months.
5. During the period LTD benefits are paid, eligible employees will continue to receive life, medical and dental insurance coverage in accordance with the terms of the Collective Bargaining Agreement between Frontier Communications, Inc. and Communications Workers of America for a maximum of twenty nine (29) months following the date of disability. LTD must continue to be approved through the end of the twenty ninth (29th) month of medical continuation. During the period LTD benefits are paid, Accredited Service will be applied toward eligible employees' pension calculations until the date disability benefits end or the eligible employee retires, quits or dies.
 6. 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.

7. This Memorandum of Agreement is effective on April 24, **2022** and shall expire on **April 25, 2026**. 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 **April 25, 2026** and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director-Labor Relations

Gene Redd
CWA Staff Representative

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

LUMP SUM IN LIEU OF WAGES

1. Frontier Communications, Inc. and Communications Workers of America agree to modify the Plan for Hourly-Paid Employees' Pensions and the GTE Hourly Savings Plan. Such modifications are subject to approvals by the Company's Board of Directors and the United States Department of the Treasury.
2. Specific language will be prepared to modify the present Plan for Hourly Employees' Pensions to provide for lump sum payments in lieu of wages to be included in Monthly Compensation for pension purposes.
3. Specific language will be prepared to modify the present GTE Hourly Savings Plan to provide for lump sum payments in lieu of wages to be included in Compensation for savings plan contributions.
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.
5. This Memorandum of Agreement is effective on **April 24, 2022** and shall expire on **April 25, 2026**. The parties specifically agree that the terms and conditions set forth in this Memorandum of agreement shall also terminate on **April 25, 2026**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director -Labor Relations

Gene Redd
CWA Staff Representative

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

MAIL ORDER PRESCRIPTION PLAN (MOPP)

1. Frontier Communications, Inc. and Communications Workers of America 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. MOPP is not available to participants in Health Maintenance Organizations (HMOs).
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 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 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.
5. This Memorandum of Agreement is effective on April 24, **2022** and shall expire on **April 25, 2026**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Mail Order Prescription Plan, shall also terminate on **April 25, 2026**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director-Labor Relations

Gene Redd
CWA Staff Representative

Date:

Date:

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

PENSION PLAN - LUMP SUM PAYMENT OPTION

1. Frontier Communications, Inc. and Communications Workers of America agree to continue the Plan for Hourly Employees' Pensions (hereinafter referred to as the Plan) for employees hired prior to April 24, 2011.
2. Regular employees, who are eligible to receive a single life annuity from the Plan, will be provided a lump sum payment option which will be based on the present value of their single life annuity.
3. The amount and availability of benefits under the Plan are governed by the provisions of the Plan and are subject to the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the Plan in effect at the time regular employees separate from service. The operation and administration of the Plan, the 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.
4. This Memorandum of Agreement is effective on April 24, **2022** and shall expire on **April 25, 2026**. 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 **April 25, 2026**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director -Labor Relations

Gene Redd
CWA Staff Representative

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

and

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

PENSION PLAN – PENSION MINIMUMS

1. Frontier Communications, Inc. and Communications Workers of America agree to the provisions of the Plan for Hourly Employees' Pensions for employees hired prior to April 24, 2011. Employees hired on or after April 24, 2011 are not eligible for Pension Benefits and this MOA does not apply.

2. The following provisions continue to be in place:

<u>Years of Accredited Service</u>	<u>Annual Minimum Pension</u>
40 or more years	\$12,200
35 but less than 40 years	\$10,700
30 but less than 35 years	\$ 9,300
25 but less than 30 years	\$ 7,800
20 but less than 25 years	\$ 6,300
15 but less than 20 years	\$ 4,900

3. For employees who retire on or after January 1, 2007, 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	\$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

4. This Agreement shall become effective as of April 24, 2014, and shall remain in effect until midnight, April 23, 2018, 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.

5. 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, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director -Labor Relations

Gene Redd
CWA Staff Representative

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

PENSION PLAN SURVIVOR BENEFITS

1. Frontier Communications Inc. and Communications Workers of America agree to modify the Plan for Hourly Employees' Pensions. Such modifications will be effective May 1, 2004 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.

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 April 24, **2022** and shall expire on **April 25, 2026**. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on **April 25, 2026**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS, INC

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director -Labor Relations

Gene Redd
CWA Staff Representative

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

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 **2022** (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, components, objectives, weightings, etc.) no later than March 31 of the Plan Year for which they apply.
4. 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 percentage will range from a minimum payout of 50% to maximum of 150% of the available bonus pool for each classification based on team performance. Examples of annual Plan payouts are as follows:

Minimum Annual Payout at 50% of Target: **1%** of gross annual base wages.

Annual Payout at 100% of Target: **2%** of gross annual base wages

Maximum Annual Payout at 150% of Target: **3%** of gross annual base wages

5. 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, **2022** for the bonus paid in March **2023**). 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.



Rick Carpenter
Director, Labor Relations
Date:



Gene Redd
CWA Staff Representative
Date:

MEMORANDUM OF AGREEMENT

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FRONTIER COMMUNICATIONS, INC.

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(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

PERSONAL LINES OF INSURANCE

1. Frontier Communications, Inc. agrees to continue, 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.
4. This Memorandum of Agreement is effective on April 24, **2022**, and shall expire on **April 25, 2026**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including Personal Lines of Insurance, shall also terminate on **April 25, 2026**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director -Labor Relations

Gene Redd
CWA Staff Representative

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

PRESCRIPTION IDENTIFICATION CARD (PIC)

1. Frontier Communications, Inc. and Communications Workers of America agree to continue the Prescription Identification Card for employees and their eligible dependents enrolled in the sponsored medical plan.
2. Once employees who are covered by 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. PIC is not available to participants in Health Maintenance Organizations (HMOs).
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.
5. This Memorandum of Agreement is effective on April 24, **2022** and shall expire on **April 25, 2026**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Prescription Identification Card, shall also terminate on **April 25, 2026**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director -Labor Relations

Gene Redd
CWA Staff Representative

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

and

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

RECOGNITION AWARDS

The Company will have the right to make recognition awards of more than token value to individual employees. The purpose of such awards is to recognize and reward employees for their efforts and/or innovative contributions that assist the Company in meeting its goals and objectives.

The criteria for recognition awards to individuals shall be that the employee's contributions generally result in one or more of the following:

- Improved customer satisfaction;
- Exemplary treatment and service to customers or co-workers;
- Measurable contribution toward generation of increased revenue, the completion of a project, or improvement of operations, including employee safety and/or accident reduction; or
- Improved quality of service and/or cost reductions in daily operations.

The individual recognition award cannot exceed \$500 in monetary value.

Examples are:

- An evening for two on the town
- Tickets for two to a sporting event
- Gift certificate
- Check for amount of award
- Combination of the above

This Agreement is effective on April 24, **2022**, and will terminate on **April 25, 2026**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the awards, shall also terminate **April 25, 2026**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director -Labor Relations

Gene Redd
CWA Staff Representative

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

RETIREE LIFE INSURANCE

1. Frontier Communications, Inc. and Communications Workers of America agree to make available to employees who retire on or after April 27, 2003, with a service or disability pension under the Company Pension Plan, a \$5,000 retiree life insurance benefit.
2. Employees who retire on or after May 1, 2004, with a service or disability pension under the Company Pension Plan, will have available a \$10,000 retiree life insurance benefit.
3. This Memorandum of Agreement is effective on April 24, **2022** and shall expire on **April 25, 2026**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Retiree Life Insurance benefit, shall also terminate on **April 25, 2026**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director -Labor Relations

Gene Redd
CWA Staff Representative

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

And

COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)

RETIREE MEDICAL BENEFITS

Frontier Communications, Inc. (hereinafter referred to as the Company) and the Communications Workers of America (hereinafter referred to as the Union) hereby mutually agree to the following provisions concerning retiree medical benefits for eligible employees hired prior to April 24, 2011 who retire between July 1, 2010 and April 25, 2026, with a service or disability pension under the Frontier Communications Pension Plan (hereinafter referred to as the Eligible Participants).

1.
 - (a) An Eligible Participant who retires during the term of this Agreement shall be eligible for post-retirement medical benefits ("Retiree Medical Benefits") for her/himself and for his/her dependents beginning on the first day following the employee's retirement date and ending when the employee becomes eligible for Medicare (the "Ending Date").
 - (b) In the event of the death of a retiree receiving Retiree Medical Benefits prior to the Ending Date, or the retiree becomes eligible for Medicare due to disability, coverage for each of the retiree's dependents, if any, will continue until the Ending Date (meaning for purposes of this subparagraph when the retiree would have normally become eligible for Medicare), provided that such dependent otherwise remains eligible and covered under the terms of the Plan (as described in paragraph 3).
 - (c) For the avoidance of any doubt, the parties agree that in no event shall the Company have an obligation to continue Retiree Medical Benefits for such retirees or their dependents beyond the Ending Date under any circumstance and that Retiree Medical Benefits shall terminate on the Ending Date, irrespective of contract expiration or any extension of the collective bargaining agreement.
2. The level and type of Retiree Medical Benefits for Eligible Participants shall be governed by "Your Retiree Medical Coverage for West Hourly Retirees" programs under Frontier Communications Corporate Services Inc. Retiree Plan for Group Insurance ("the Plan") and based on the non-Medicare eligible participant's election. A Post-65 Medicare option shall not be available under the Plan to a dependent who becomes eligible for Medicare prior to the Ending Date. "Your Retiree Medical Coverage for West Hourly Retirees" programs and the Plan may be amended or discontinued by the Company at its discretion.
3. In order to receive Retiree Medical Coverage, the retiree must pay a percentage/amount of the Retiree Medical plan's premium ("Retiree Contribution Percentage/Amount"). Similarly, the Company will pay a percentage/amount of the

premium ("Company Contribution Percentage/Amount"), subject to Section 4 below. During the term of this Memorandum of Agreement, the Company and retiree Contribution Percentages/Amount will be based on the following contribution schedules:

<u>Years of Accredited Service at Retirement</u>	<u>Company Contribution Percentage</u>	<u>Retiree Contribution Percentage</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

4. (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 or Retiree Medical Allowances for employees who retire on or after July 1, 2010.
- (b) When the Retiree Medical Benefits Premiums under RETIREE OPTIONS reach the figures set forth in the chart below ("Capped Retiree Medical Benefits Premiums"), the Company Contribution Amount shall be capped and the Company shall make no additional contributions toward Retiree Medical Benefits Premiums.

<u>Coverage Category</u>	<u>Capped Retiree Medical Benefits Premium</u>	
	<u>Through</u> December 31, 2011	<u>As of</u> January 1, 2012
Retiree only (primary coverage)	\$11,500	\$8,625
Retiree plus one dependent coverage	\$23,000	\$17,250
Family Coverage	\$26,000	\$19,500

- (c) The Maximum Company Contribution Percentage Amount/Retiree Medical Allowance 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/Retiree Medical Allowance shall not increase when the Retiree Medical Benefits Premium exceeds the amount set forth in the chart above.
5. In order for retirees, described in Section 3 above 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 Section 3 and 4 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.
6. The Capped Retiree Medical Benefits Premium and the Maximum Company Contribution Amount/Retiree Medical Allowance set forth in Section 4 above is based upon the \$400 deductible coverage option. For those retirees described in Section 3 above:

If the retiree elects the \$200 deductible coverage option, 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 \$400 deductible coverage option (not to exceed zero) When the Retiree Medical Benefit Premiums for the \$400 deductible coverage option reach the amounts set forth in the chart in Section 6 the Company Contribution amount for all coverage options, including the \$200 deductible coverage option, 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.

7. The Company agrees to notify the Union and to discuss its actions should the Company determine that applicable sections of this Memorandum of Agreement 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 effect of this action. If the parties are unable to reach agreement on such changes, applicable sections of this Memorandum of Agreement will be modified or rescinded at the Company's discretion.
8. 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.
9. This Memorandum of Agreement is effective on May 3, 2022, 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 April 25, 2026 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS, INC.

**COMMUNICATIONS WORKERS
OF AMERICA**



**Rick Carpenter
Director -Labor Relations**

**Gene Redd
CWA Staff Representative**

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

SALES INCENTIVE PROGRAMS

The Company may develop and implement sales and other 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 sales referral and incentive plans and programs. The Company will not discipline employees solely on the basis of their sales results.

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

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director-Labor Relations

Gene Redd
CWA-Staff Representative

Date: 5/23/2022

Date: 5/23/2022

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FRONTIER COMMUNICATIONS, INC.

and

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(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

STAND BY

This agreement provides for the assignment of "Stand By" and the differential that is to be paid for this duty.

1. The Stand By assignment results in the employee being available and accessible to respond, during the period of the assignment, in a timely manner to a call out as determined by business needs.
2. Normal contact to the employee will be via the regular telephone switch network or cellular telephone), at Company discretion. Additionally, the employee on Stand By may be able to take a Company vehicle home during the (Stand By) assignment.
3. This memorandum will apply to all employees listed in this Collective Bargaining Agreement.
4. It is understood that effective April 23, 2006 based on the needs of the business, qualified employees in the same job classification assigned to different workgroups or employees in a different related job classification and/or workgroup may be combined on the same Stand By duty rotation list.
5. A Stand By assignment shall be no longer than seven (7) consecutive days nor less than two (2) consecutive days except during a holiday week in which the holiday falls on a Friday. In this case, the Stand By assignment shall be no longer than eight (8) days. The Stand By needs will normally be offered to qualified employees, on a voluntary basis, in order of seniority, immediately following the posting of the approved thirteen (13) week work schedule as determined by management.
6. Management will first seek qualified volunteers to meet its Stand By needs for the thirteen (13) week period. In the event that the Company is unable to obtain enough volunteers to meet the Stand By needs for the thirteen

(13) week period, qualified employees will be assigned, in inverse order of seniority, on a rotating basis, to those Stand By schedules that were not selected. Employees in the Storekeeper classification will not be required to be on Stand By more than eight (8) days in a two (2) week period. Employees in the following classifications, Network Technician (formerly Customer Zone Technician I, , Sales and Service Technician II (formerly Customer Zone Technician II), and Sales and Service Technician I (formerly Business Zone Technician I will not be required to work more than eight (8) days in a four (4) week period. No employee on vacation may be assigned to Stand By.

7. Stand By differential pay shall be \$20.00 per day for each day of assignment,
8. No other differentials will be applicable during the period the employee is receiving a Stand By differential.
9. If work is performed, the employee shall receive the Stand By pay plus the applicable call out amount as contained in the primary Agreement.
10. For the purposes of this Memorandum, a Stand By day begins at 8:00 a.m. and ends at 7:59 a.m. the next day. The Stand By week will be from Friday to Friday. It is understood that with mutual agreement days or weeks may be exchanged with other employees.
11. This practice does not supersede normal call out procedures if additional employees are needed.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
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Date: 5/23/2022

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MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

SUPPLEMENTAL TERM LIFE INSURANCE

1. Frontier Communications, Inc. 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. This Memorandum of Agreement is effective on April 24, **2022**, and shall expire on **April 25, 2026**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including Supplemental Term Life Insurance, shall also terminate on **April 25, 2026**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director - Labor Relations

Gene Redd
CWA Staff Representative

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, LLC

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NC LOCAL 3673)**

TEN (10) HOUR DAY - FOUR DAY WORK WEEK

It is hereby understood and agreed by and between Frontier Communications, Inc. and Communications Workers of America (CWA) to establish a ten (10) hour day, four (4) day work week.

The following terms of this agreement shall take precedence over the principal agreement between the parties:

1. The "four-ten" schedule will apply to employee groups as determined by management.
2. Overtime: Overtime will be paid for hours worked in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week.
3. Recognized Holidays and Full Week Vacation: Recognized Holidays and Full Week Vacation: While on 4/10 shifts, employees will revert to a five (5) day workweek during weeks in which a recognized holiday falls or in which an employee(s) take a full week of vacation.
4. Floating Holidays: These seven (7) holidays will be converted to hours up to a maximum of fifty-six (56) hours). An employee scheduled off for a floating holiday will be compensated for up to ten (10) hours. The compensated hours will be deducted from the employee's total holiday hours. Holidays must be scheduled in increments of ten (10) or eight (8) hours, unless the remaining total hours are less than eight (8) hours. Scheduling of Floating Holidays will continue to follow the provisions of Article 4.
5. Day at Time Vacation

Employees electing to take day-at-a-time vacation will do so on a ten-hour basis, unless the remaining total vacation hours are less than 10 hours. Scheduling of day at a time vacation will continue to follow the provisions

of Article 5.

6. Short Term Disability, Jury Duty and Bereavement: While on 4/10 shifts, an employee's short-term disability, jury duty, and bereavement absences are based on ten (10) hours and will reduce the applicable benefit days/hours accordingly (e.g., 10 hours of short-term disability will reduce available short-term disability by 10 hours, or 1.25 days).
7. Evening Premium - No evening premium will apply for a "four-ten" tour ending at or before 7:00 p.m.

This Agreement shall be effective April 24, **2022** and shall remain in effect until **April 25, 2026**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director - Labor Relations

Gene Redd
CWA Representative

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
WESTERN NORTH CAROLINA LOCAL UNION 3673)**

TERM EMPLOYEE REPORTING

The Company and the Union agree to administer the reporting of Term Employee in accordance with the following:

1. The Company will provide a summary to the Union of its utilization of Term Employees on a monthly basis. This monthly summary will be an average of the weekly information compiled during the month. The Company will also provide the Union weekly totals as a part of its monthly summary.
2. Additionally, it is agreed the monthly report will consist of the following:
 - Number of Term Employees
 - Classification of Term Employees
 - Department and location where work is performed
 - Brief description of the work being performed
3. This Memorandum of Agreement is effective on April 24, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement relating to Term Employees shall terminate on **April 25, 2026**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
Director -Labor Relations

Gene Redd
CWA Staff Representative

Date: 5/23/2022

Date: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

VISION PLAN

1. Frontier Communications, Inc. and the Communications Workers of America agree to implement 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 24 months
4. Employees are automatically eligible for the Vision Plan after enrollment in any Company medical option. If the employee waives Company medical coverage, the employee will not be enrolled in the Vision Plan.
5. 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.
6. This Memorandum of Agreement is effective on April 24, **2022**, and shall expire on **April 25, 2026**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the Vision Plan, shall terminate on **April 25, 2026**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS, INC.



Rick Carpenter
Director -Labor Relations

Date: 5/23/2022

COMMUNICATIONS WORKERS
OF AMERICA



Gene Redd
CWA Staff Representative

Date: 5/23/2022

VISION PLAN HIGHLIGHTS

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) ⁽¹⁾		
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.

Value Added Discounts

If you choose contact lenses, but also wear prescription glasses, you'll benefit from valuable savings of 20 percent off the cost of non-covered pairs of prescription glasses (lenses and a frame). The same applies if you obtain glasses, but also wish to purchase an additional pair not covered by the Plan, including prescription sunglasses. Simply obtain service within 12 months from the same VSP doctor who provided your last covered eye exam.

Additionally, you'll save 15 percent off the cost of your contact lens exam when you receive contact lens services from a VSP doctor. This discount does not apply to the price of your contact lenses.

VSP's Laser Vision Care Program

If you are considering laser vision correction, VSP can help you make an informed decision. VSP has contracted with many of the nation's finest laser surgery facilities and doctors, offering you access to laser vision correction surgery for hundreds of dollars less than what you might pay privately. Visit the WellVision Learning Source at www.vsp.com to learn more about this exciting program.

Special Benefit for Severe Visual Problems

The Plan also provides additional benefits if you have a severe visual problem that cannot be corrected with regular lenses. To be eligible for this benefit, your doctor must receive advance approval before the vision services are received. Supplementary testing may be required, at no cost to you, to develop a treatment plan that must be submitted for approval.

Memorandum of Agreement

Work Assignment Flexibility and Job Security

In recognition of intensifying competition throughout the industry and in our service areas, 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. This "single dispatch/single work assignment" principle is conditioned on an employee being trained, qualified, and equipped to safely perform the tasks necessary to complete the entire 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, a technician 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. It is not the intent of the Company to use this flexibility to replace or eliminate a particular job classification, to combine job classifications or to change the general job descriptions.
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 the following certifications:

Certification Incentive Differentials

Comp TIA +	\$ 0.25 per hour
Network Plus	\$ 0.25 per hour
CCNA	\$ 0.50 per hour

If an employee has all three certifications, the employee will receive a total differential of \$1.25 per hour. These differentials will become part of the employee's regular base hourly wage going forward.

The cost of courses and examinations to acquire such certification may be eligible for reimbursement under the Tuition Reimbursement Program. Preparation for the certification examinations shall be on an employee's own time unless the Company offers the training in connection with the employee's current position.

6. The Company and the Union agree this Memorandum applies to all job classifications and may be used at the Company's sole discretion. The Company and the Union further agree no employee will be required to perform work in a different classification he or she is not trained or qualified to perform.

FRONTIER COMMUNICATIONS, INC.

COMMUNICATIONS WORKERS
OF AMERICA



Rick Carpenter
DIRECTOR-LABOR RELATIONS

GENE REDD
CWA-STAFF REPRESENTATIVE

DATE: 5/23/2022

DATE: 5/23/2022

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

And

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL UNION 3673)**

2019 BARGAINING DISCUSSIONS REGARDING ARTICLE 14

Frontier Communications, Inc. (also “The Company”) and Communications Workers of America (also “The Union”) agree to the settlement of issues, including outstanding grievances, related to Article 14, Jurisdiction of Work, as described below.

During the course of bargaining a successor agreement, the Company and Union had extensive discussions on the meaning and intent of the current language in Article 14. The Company initially attempted to clarify its position on the intent and meaning of Article 14 by revising the language in order to avoid future grievances which the Company felt were unfounded. Eventually, as part of an overall Tentative Agreement (TA), the Company and Union agreed to revise the language as the Company had proposed. Unfortunately, that TA was not successfully ratified by the bargaining unit.

When the parties returned to the bargaining table after the unsuccessful ratification, it became evident the clarification to Article 14 that the Company had sought was no longer acceptable to the majority of the bargaining unit. In an effort to work together to achieve an acceptable revised TA, the Company and Union agree to the following:

1. The Union will withdraw all outstanding grievances related to Article 14.
2. The language in Article 14 will remain unchanged and both parties will retain their respective positions on the intent and meaning of Article 14. The parties’ proposals/counterproposals on this subject that were previously presented and/or tentatively agreed to during negotiations will not be cited, referred to, or utilized in any manner by either party in any dispute involving Article 14.
3. The Company agrees it is not the intent of Article 14 to eliminate the bargaining unit.

Frontier Communications, Inc.



Rick Carpenter
Director -Labor Relations

DATE: 5/23/2022

Communications Workers of America



Gene Redd
CWA Staff Representative

DATE: 5/23/2022

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS, INC.

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 "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
 - C. 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 or Supplemental Term 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.
 8. 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, INC.

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 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.

MEMORANDUM OF AGREEMENT

Between

TFRONTIER COMMUNICATIONS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (CWA)

FRONTIER COMMUNICATIONS SAVINGS PLAN (FCSP)

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 Savings Plan (FCSP)** available to regular full or part-time 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 **FCSP**, 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 **FCSP** administration expenses.
3. The Company reserves the right, by action of the Board of Directors, to terminate or partially terminate the **FCSP** at any time. Upon termination or partial termination of the **FCSP** or upon the complete discontinuance of contributions under the **FCSP**, the member accounts of the members affected by the termination, partial termination, or complete discontinuance of contributions as the case may be shall be nonforfeitable.
4. The **FCSP** 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 **FCSP** 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 **FCSP** 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 **FCSP**, as amended, continues to be qualified under Section 401 (a) et. seq., of the Internal Revenue Code. In the event any recession in the **FCSP** 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 **FCSP**.
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.
7. The **FCSP** will be administered solely in accordance with its provisions and no matter concerning the **FCSP** 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 **FCSP** and the interpretation of the **FCSP** Committee.

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (CWA)

FRONTIER COMMUNICATIONS SAVINGS PLAN

Frontier Communications, Inc. (hereafter “the Company”) and the Communications Workers of America, AFL-CIO (hereafter “the Union”) agree to continue the Company matching contributions to the **Frontier Communications Savings Plan (FCSP)**

Employees hired prior to April 24, 2011 will receive a company matching contribution of 82 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay. Effective 1/1/2016 employees hired prior to April 24, 2011 will receive sixty-six and two thirds percent (66 2/3%) of the first six percent 6% of employee contribution, effective 1/1/2018 fifty percent (50%) of the first six percent (6%) of employee contribution.

Employees hired on or after April 24, 2011 but prior to ratification date:

Effective 7/1/2015: 50% of the first 8% of employee contribution with 3 year cliff vesting schedule

Employees hired on or after ratification date:

50% of the first 8% of employee contribution with 5 year graded vesting Schedule as follows:

- After 2 years of service: 40% vested
- After 3 years of service: 60% vested
- After 4 years of service: 80% vested
- After 5 years of service: 100% vested

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

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 employment security and Verizon's 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 the acquired (former Verizon's) Incumbent Local Exchange Carriers and Logistics and former Verizon Select Services Inc. 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 (former Verizon's) Incumbent Local Exchange Carriers and Logistics and former Verizon Select Services Inc. 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 Verizon 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 Verizon 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 Verizon 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 Verizon 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. Verizon 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.

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

NOW THEREFORE FRONTIER COMMUNICATIONS AND CWA agree as follows:

1. Any full-time employee of Frontier in this bargaining unit who becomes a full-time employee of either CWA or the CWA local affiliate shall be entitled to be on leave of absence status from Frontier. While on such leave status, the employee shall continue to accumulate seniority and shall retain return rights to the bargaining unit.
2. While on leave of absence status, an employee shall accrue Accredited Service under the Pension Plan in which the employee actively participated while a bargaining unit employee until either:
 - a. The employee ends his/her full-time employment with the CWA or a local affiliate; or

- b. The employee retires 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 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 Verizon/GTE.
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 employees.

MEMORANDUM OF AGREEMENT

Between

THE VERIZON/GTE COMPANIES

And

COMMUNICATIONS WORKERS OF AMERICA (CWA)

SERVICE AND SENIORITY RECOGNITION

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

NOW THEREFORE THE FRONTIER COMPANIES AND CWA agree as follows:

SERVICE RECOGNITION

1. Effective with the merger of fGTE and the former Bell Atlantic (fBA) on June 30, 2000, all service will be recognized prospectively at all "affiliate" companies for retirement eligibility and vesting purposes.
2. Effective January 1, 2002, any service previously recognized by pre-merger fBA for Net Credited Service (NCS) and ERISA Service of at least 1,000 hours will be recognized by the fGTE "affiliate" companies for eligibility and vesting in pension plans (but not for calculation of pension benefits) and for eligibility for health and welfare plans and retiree medical plans.
3. Effective January 1, 2002, Verizon (fGTE) will recognize service for pension eligibility and vesting purposes (but not for calculation of pension benefits), for eligibility for health and welfare plans, and for retiree medical plans that meets the definition of eligible Portability service as described briefly below:
 - The employee must have been working at a Portability Company on December 31, 1983.
 - The employee had to be a non-supervisory employee (or a supervisory employee with a base pay of \$50,000 or less) on December 31, 1983, and at termination. The pay limit is adjusted monthly for inflation and it is based on the Consumer Price Index (CPI).

- The employee must not have elected to waive Portability treatment at any point in their career at any company.
4. Individuals who are subsequently rehired will be eligible for recognition of prior service, as identified in paragraphs 1, 2 and 3 above, upon completion of 1,000 hours of continuous active service.
 5. Employees will have until February 1, 2002, to request a review of prior service – subject to research and verification of employee records. In the event the employee's request is received after February 1, 2002, bridging will be effective upon verification.

SENIORITY RECOGNITION

Effective January 1, 2002, it is further agreed that all service recognized for pension and vesting eligibility and health and welfare benefits is recognized by all parties to this Agreement for seniority purposes for all represented employees subject to the following conditions:

1. Service, as defined in this Memorandum of Agreement, with a Verizon Company that is earned while the employee is represented by the Communications Workers of America is recognized for seniority purposes in all Verizon/CWA Collective Bargaining Agreements covered by this Memorandum of Agreement.
2. Service, as defined in this Memorandum of Agreement, with a Verizon Company that is earned while the employee is represented by a union(s) other than the Communications Workers of America is recognized for seniority purposes in all Verizon/CWA Collective Bargaining Agreements covered by this Memorandum of Agreement where the seniority provisions of that other union(s) are reciprocal.
3. Service, as defined in the Memorandum of Agreement, with a Verizon Company that is earned while the employee is not represented by a union will be recognized for seniority purposes in all Verizon/CWA Collective Bargaining Agreements covered by this Memorandum of Agreement after the employee has been represented by the Communications Workers of America for one year, but in no event earlier than January 1, 2003.

This Agreement shall supersede or replace existing relevant provisions and shall be deemed to be incorporated into the existing Collective Bargaining Agreements between the Verizon/GTE Companies and their Communications Workers of America bargaining units.

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 (hereafter "the Company"), have collective bargaining relationships throughout the United States;

NOW THEREFORE FRONTIER COMMUNICATIONS AND CWA agree as follows:

1. The Company agrees to make available to the extent consistent with and permitted by IRS guidelines, the Commuter Advantage Program (CAP) to bargaining unit employees allowing them to set aside pre-tax dollars from their paychecks into CAP accounts to pay for eligible commuting expenses.
2. 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.
3. 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.
4. 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.

5. This Memorandum of Agreement is effective on April 24, **2022**, and shall expire on **April 25, 2026**. 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 **April 25, 2026**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

MEMORANDUM OF AGREEMENT

Between

FRONTIER COMMUNICATIONS, INC.

and

**COMMUNICATIONS WORKERS OF AMERICA
(WESTERN NORTH CAROLINA LOCAL 3673)**

VACATION DONATION

Frontier Communications, Inc. and Communications Workers of America agree to permit employees to donate their vacation time to their coworker's subject to the following guidelines:

1. The need to receive donated vacation time must be related to the catastrophic illness or injury of the employee or a member of their immediate family.
2. Employees must exhaust all eligible paid time prior to utilizing donated vacation.
3. The maximum number of donated vacation days an employee can receive is twenty (20) days, unless expanded by mutual agreement.
4. Each employee may donate up to three (3) vacation days, unless otherwise mutually agreed upon by the Company and the Union. Donating employees must be from the same department as the receiving employee and must be covered under this collective bargaining agreement, unless otherwise mutually agreed upon by the Company and the Union.
5. 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 their coworker. The situation should be handled as discretely as possible, respecting the employee in need and to avoid coworkers feeling obligated to donate their time.
6. The employee in need cannot personally solicit employees to donate their vacation.
7. None of the provisions of this memorandum are subject to the grievance or arbitration provisions of this collective bargaining agreement.

8. This agreement can be cancelled by either party with 30 days written notice.

This agreement is effective upon ratification of this collective bargaining agreement. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall terminate on **April 25, 2026** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Communications, Inc.

Communications Workers of America



Rick Carpenter
Director, Labor Relations
Date:

Gene Redd
CWA Staff Representative
Date:

Evolving Technologies

The Company and the Union recognize the technologies used to provide communications services to our customers will continue to evolve. It is in the interest of both parties to work together to make the introduction of new technologies successful.

To that end the Company agrees to notify the Union as soon as practicable after the decision is made to deploy the new technologies. The parties agree to work together to explore potential opportunities for the existing bargaining unit workforce, including training, where appropriate.