

Agreement between



Frontier North, Inc.

and

**Communications Workers of America
(District 4)**



Core Employees

Illinois, Indiana, Ohio, Michigan & Wisconsin

**Effective February 8, 2017
through February 6, 2021**

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AGREEMENT

between

FRONTIER NORTH, INC.

and

COMMUNICATIONS WORKERS OF AMERICA

Preamble

This agreement is entered into this **12th** day of **July 2017**, by and between Frontier North, Inc., its successors and assigns, hereinafter referred to as the Company, and the Communications Workers of America, AFL-CIO, hereinafter referred to as the Union. This agreement shall be binding upon the successors and assigns of the Company and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidations, merger, sale, transfer, reorganization, or assignment of the Company, or by any change in the legal status, ownership, or management thereof.

Article 1. Union Recognition

1.1 Union Recognition

- 1.1.1 As to the Frontier North, Inc. and Communications Workers of America, AFL-CIO bargaining unit, the Company recognizes the Union as the exclusive bargaining representative with respect to wages, hours, and other conditions of employment of all employees, except supervisory employees, professional and managerial employees, guards, confidential employees as defined in the Labor-Management Relations Act, as amended, and such other employees as may be excluded from time to time, by mutual agreement, of the Company and the Union.
- 1.2.1 The Company and the Union will strive at all times to promote harmony and efficiency to the end that the public, the Company, the employees, and the Union may be benefited.

Article 2. Union Membership

2.1 Obligations

2.1.1 Under federal labor laws and obligations under this Agreement, the Union is required to represent all of the employees in the bargaining unit fairly and equally without regard to whether the employee is a member of the Union.

2.1.1.1 In consideration thereof, Agency Shop provisions will prevail during the term of this Agreement for employees in Ohio, Illinois and Wisconsin.

2.1.1.2 Employees in Indiana and Michigan are not subject to Agency Shop provisions.

2.2 Membership

2.2.1 Membership in the Union is not compulsory. Employees in job classifications within the collective bargaining unit are free to accept or decline membership in the Union.

2.2.2 Subject to conditions set forth within this Article, all employees in Ohio, Illinois and Wisconsin, within thirty (30) calendar days of hire, shall as a condition of employment and at their option either: (1) apply for membership in the Union and, if accepted, maintain membership in good standing thereafter during the term of this Agreement, or (2) alternately arrange to pay to the Union a service fee equal in amount to the membership dues uniformly required for all members of the same class.

2.2.3 Any employee in **Ohio or Illinois** who is a member of the Union may, upon proper notice voluntarily withdraw from such membership, but may not thereby be relieved of Agency Shop requirements herein.

2.2.4 Employees in Indiana and Michigan **and Wisconsin** are not required to be a member of the Union or to pay dues or a service/representation fee.

2.3 Definitions

2.3.1 For the purposes of this Article, the following definitions will apply:

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

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

2.3.1.3 Proper Notice - means the employee will notify both the Company and the Union by registered mail, return receipt requested. Notice to the Company will be directed to the Region HR Director (or equivalent) of the Company and notice to the Union will be directed to the applicable Union Local President.

2.4 General

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

2.4.2 Nothing herein shall be construed to limit the Union's lawful rights to determine and enforce regulations regarding acquisition of and retention of membership in the Union. Any covered regular employee in Ohio, Illinois or Wisconsin who is refused membership, or whose membership is involuntarily terminated by action of the Union body (other than for refusal to tender initiation fee and periodic dues) shall not be subject to discharge from employment, but rather, shall take on the status of service fee employee.

2.4.3 The Union agrees to indemnify the Company against any claims that may be made against the Company as a result of the Company's good faith application of this Article 2.

2.4.4 These Agency Shop provisions apply to those all Bargaining Unit employees identified in Section 2.2.2.

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

Article 3. Union Dues

3.1 Payroll Deductions

3.1.1 The Company agrees to make deductions of monthly Union membership dues or service fees from the pay and Benefit Payments of any employee upon receipt of a payroll deduction authorization card, signed by such employee, and to forward the full amount thus deducted to the Secretary-Treasurer of the Union or his/her authorized agent as directed.

3.1.1.1 Monthly Union membership dues or service fees shall be deducted on a bi-weekly basis. In the event a Local determines that the amount of dues or service fees is to be on a percentage basis, the deduction amount shall be established annually on the anniversary date of this Agreement. The bi-weekly deductions shall be an identical whole amount and can only be increased or decreased on the anniversary date of this Agreement.

3.2 Insufficient Earnings

3.2.1 When earning and benefit payments are insufficient to cover the authorized deductions after other essential deductions have been made, Union dues or service fees shall be deducted in the next payroll period in which sufficient pay and benefit payments are available.

3.3 Suspension

3.3.1 Dues or service fees deductions shall be suspended during periods of leave of absence or layoff. When the employee is returned to the payroll, deduction of Union membership dues or service fees shall be resumed automatically except in instances of military leave.

3.4 Cancellation

3.4.1 The authorization shall continue in effect until revoked by duplicate written notice from the employee by registered receipted mail, one to the Company's Labor Relations Department and one to the Local Union President. The Company will rely solely upon its copy of the written notice.

3.5 Information

3.5.1 Each month the Company shall furnish the Union: A list of the bargaining unit, including employee's name, address, social security number, current wage rate, amount of dues or service fees authorized and amount of dues or service fees deducted. Other information may be provided as agreed upon by the parties.

3.5.1.1 Dues or service fees deducted monthly during each calendar month shall apply to dues payable to the Union for the same month.

3.6 Company Responsibility

3.6.1 The Union agrees that the Company assumes no responsibility in connection with deduction of dues or service fees except that of forwarding moneys deducted as set forth in this Article 3. The Union shall indemnify the Company and save the Company harmless from any and all claims against the Company by an employee or employees for amounts deducted and withheld from earnings as aforesaid.

Article 4. Mutual Responsibilities

4.1 Recognition

4.1.1 The Company and the Union for itself and in behalf of the employees represented recognize this Agreement as mutually binding and obligatory upon them for the term thereof.

4.2 Responsible Union – Company Relationship

4.2.1 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 insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this 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.

4.3 No Lockout – No Strike

- 4.3.1 The Company and the Union agree that during the term of this Agreement there shall be no lockouts. The Union and the Company agree that during the same period, neither the Union nor its agents, nor its members will authorize, instigate, aid, condone, or engage in work stoppage, slow down, or strike.
- 4.3.2 The Company agrees that it will not require an employee to cross a picket line established in connection with a strike of another employer.
- 4.3.3 The Company agrees that no employee covered by this Agreement shall be required to fill the job of any employee who may be on strike elsewhere.

4.4 Bulletin Boards

- 4.4.1 The Union shall be permitted adequate space to place bulletin boards on Company property for exclusive use of the Union.
 - 4.4.1.1 The number type and location of Union Bulletin Boards shall be satisfactory to the Company.
- 4.4.2 No material shall be placed on Union Bulletin Boards except by designated Union representatives.
- 4.4.3 Material posted shall not contain anything political or controversial or anything derogatory to the Company or its employees.
 - 4.4.3.1 Should any material other than the type described above be posted, the Union agrees that such material will be removed upon the request by the Company to an appropriate Union Representative.

4.5 Orientation

- 4.5.1 The Company agrees to allow Local Union representatives reasonable time (approximately fifteen (15) minutes) during new employee orientation sessions for bargaining unit employees for the purpose of providing information about the Union.

Article 5. Union Business

5.1 Authorized Time

- 5.1.1 Neither the Union nor its members shall carry on Union activities during time when any one of the employees involved is on duty. Insofar as this provision is concerned, relief periods and lunch periods are not considered as time on duty.

5.2 Conferences

- 5.2.1 Authorized Union representatives shall be granted necessary and reasonable time off for the processing of grievances as provided for within this Agreement and for joint conferences with the Company. Should excessive or unreasonable time be spent in processing of grievances, the Company shall have the right to protest to the Union.

5.3 Notification

- 5.3.1 Union officers or representatives absenting themselves from scheduled work for joint conferences with Management, processing of grievances or negotiating with Management, shall notify their immediate supervisor stating the probable duration of absence in advance of such absence and shall report to the immediate supervisor prior to resuming work. During periods of operating emergencies where such absence would interfere seriously with work requirements or telephone service to the public, permission for such absence may be denied pending relief from the emergency.

5.4 Paid Time

- 5.4.1 Union representatives shall not suffer loss of basic wage rate for scheduled time lost by reason of processing grievances or meeting in joint conference with the Company in connection with the administration and application of this Agreement.
- 5.4.2 This provision shall apply to a maximum of one representative in the Issue Resolution Step and a maximum of two representatives in Formal Step 1 and 2 of the Grievance Procedure.

5.5 Negotiation Meeting

- 5.5.1 The Company agrees to reimburse four employee members of the Union Negotiating Committee at the basic rate for scheduled work time lost by reason of attendance at collective bargaining sessions for the purpose of negotiating changes, amendments, or modifications to this Agreement.
- 5.5.2 Reimbursement shall include reasonable traveling time but shall exclude meeting time called by the Union for its committee outside that immediately associated with joint sessions.

5.6 Time Off Without Pay

- 5.6.1. Employees of the Company who are officers of the Union or duly authorized representatives of such officers, shall be given time off without pay on request to take care of Union business provided reasonable notice is given to the immediate supervisor and further that the employee's absence will not seriously interfere with communication service. Such period for time off shall not exceed two months in any one instance.

5.7 Leave of Absence for Union Business

- 5.7.1 Employees elected or selected to full time positions in the Local Union or the International, which takes them from their employment with the Company, shall, upon written request from the Union to the Company, receive leaves of absence for periods of twelve (12) months, the sum total of which shall not exceed fifteen (15) years.
- 5.7.2 The written request shall be furnished to the Company at least thirty (30) calendar days in advance of the original request for leave. At least fifteen (15) calendar days' notice shall be furnished to the Company in writing in advance of each subsequent twelve (12) months' leave.
- 5.7.3 Not more than six (6) such employees shall be granted a leave of absence for Union Business at a time, and not more than one (1) from each Division or one (1) from the General Office shall be granted a leave at any one time during any portion of the same period.
- 5.7.4 Upon return on or before the expiration date from a leave of absence for Union activities, an employee shall be reengaged in his/her former job classification. If no vacancies exist in his/her former job classification, he/she shall be reengaged in a job of comparable compensation within the division. The employee's position on the wage schedule at the time the leave is granted will

be the same position assumed upon his/her return. Such employees who return to the bargaining unit from a Leave of Absence for Union Business will be eligible to bridge their seniority in accordance with Article 9, Section 9.3.1, of the Agreement.

- 5.7.5 An employee's accumulated years of service for pension shall be preserved while on leave of absence. All pension rights as outlined in "Plan for Hourly Paid Employees' Pension" will be applicable. Upon reinstatement the employee's continuous service date shall be his/her original service date as established prior to the leave, except that credit toward service shall not accrue beyond fifteen (15) years of leave.
- 5.7.6 Contributory Group Life Insurance will be available at group rates. The amount of such insurance will be determined by the employee's basic wage in effect on the January 1st preceding the leave. The Company will bill the employee direct for the appropriate premium. Non-contributory Insurance, in the amount provided prior to the leave, will continue in effect only if the employee subscribes to the contributory portion of the Program.
- 5.7.7 When permitted by the carrier of the approved basic hospital-medical plan and when approved by the Company, the employee may arrange for direct billing of the premium for the approved basic hospital-medical plan at the group rates.
- 5.7.8 An employee granted a leave for Union activities will be ineligible for wages or other benefits from the Company during the period of the leave.
- 5.7.9 No physical or other examination shall be required as a requisite of reinstatement except when an obvious physical or mental condition exists which requires medical advice regarding job placement or fitness for work.
- 5.7.10 An employee who does not return to work as specified in his/her request for leave of absence shall be considered to have automatically terminated his/her employment effective on the date when the leave of absence started.

Article 6. Management Responsibilities

6.1 General

- 6.1.1 Except as limited by a provision of this Agreement, the Company shall continue to have the sole right to take any action it determines appropriate in the management of its business and direction of the work force in accordance with its judgment.
- 6.1.2 The Company specifically reserves the exclusive right and responsibility for the following: to determine products and services offered to customers; to establish (consistent with safe working practices) reasonable work rules, working hours, regulations, conditions of employment, and standards; to reprimand, suspend, discharge, or otherwise discipline employees for sufficiency of cause; to hire, promote, retire, demote, transfer, lay off, and recall employees to work; to select and direct the work force in accordance with requirements determined by management; to determine the size of the work force including the number of employees assigned to any particular job or department; to establish job classifications and job content of any classification; to assign work; to make or change rules, policies, and practices not in conflict with provisions of this Agreement.
- 6.1.3 The right of the Company to establish, determine, maintain and enforce reasonable standards of telephone service is fully recognized. The Company shall not be required to retain in its employment any employee who refuses or is unable to meet established work standards. A regular employee who becomes physically incapable of meeting established work standards shall be transferred to work he/she is physically capable of performing whenever practical.

6.2 Company Rules and Regulations

- 6.2.1 The Company agrees to promote safe working conditions for the protection of employees in their job duties.
- 6.2.2 In the interests of safety, continuity of service, and efficient and orderly operation, it is expected that the employees will abide by the Company's rules and regulations as currently in effect or as may be modified or adopted hereafter. However, there shall be no enforcement of any rule or regulation which is not made known to employees, which is contrary to any provisions of this Agreement, or which is contrary to law or to a legally enforceable order of an agency of the government.

6.2.3 The Company shall neither make nor modify any rule, practice, or regulation during the term of this Agreement that will reduce previous employment benefits not otherwise provided for within this Agreement except upon prior agreement with the Union. Such employment benefits include military service payment allowances, disability benefits and pension benefits.

6.3 Management and Productive Work

6.3.1 Except in cases of emergency, abnormal conditions affecting service or safety, or when instructing, supervisory employees shall not be permitted to do productive work normally performed by bargaining unit employees.

Article 7. Non-Discrimination

7.1 Non-Discrimination

7.1.1. Neither the Company nor the Union will discriminate against employees because of age, race, gender, creed, color, religion, national origin, handicap, veteran status or disability, union membership or union non-membership. Neither the Company nor the Union will discriminate against any employee designated as part of a special class protected by Federal and/or State law.

Article 8. Administration of Discipline

8.1 General

8.1.1 Regular employees and Seasonal Workers covered by this Agreement shall not be released, discharged, demoted or disciplined without sufficiency of cause.

8.1.2 The Company shall not initiate any disciplinary action against any employee for whom the Union is the bargaining agent after the expiration (a) of thirty (30) days after the act was committed or (b) ten working days after the date on which the Company completes its investigation of the act, whichever is later. The Company will seek to initiate and conclude the disciplinary investigative process as expeditiously as possible under the given circumstances. Upon request from the Union, with regard to a specific disciplinary investigation, the Company will provide an update of the status of the investigation.

8.1.2.1 The time limits specified above may be extended in 30 day increments with mutual consent between the Company and the Local Union President or the CWA Staff Representative.

8.2 Procedure for Recourse

8.2.1 Whenever the Union has reason to claim that any such action has been taken improperly by the Company, recourse shall be through the Grievance Procedure. Grievance relating to release or discharge shall be initiated within 10 calendar days after date of notice to the Local Union President.

8.3 Union Notification

8.3.1 The appropriate Company representatives will notify the Local Union president and the employee of each instance of discharge, demotion, or suspension at the time such action is taken. Such written notification shall be sent to the Local Union president containing the reason for such action taken. The Company and the Union recognize there may be instances where such notification cannot be given at the time the action is taken. In such instances the notification shall be forwarded as promptly as possible. The period for initiation of a grievance shall commence upon date of delivery of the written notice in person or to the latest known address of the Local Union president. Non-receipt of such notice, however, shall provide no basis for reversal of action.

8.4 Voluntary Discussion

8.4.1 Nothing within this Article will preclude voluntary discussion with the Local Union president, or his/her designee, concerning impending action with an opportunity for the Union to apply its influence toward correction of the undesirable performance by the employee.

Article 9. Definitions

9.1 Accredited Service

9.1.1 The term accredited service shall mean the aggregate of the years and months of active employment in the service of the Company, its predecessors, its associated companies or companies affiliated with the Corporation that is recognized for service purposes. Accredited service shall include all active employment for which a wage or salary was paid, and any additional excused absent time or leave of absence time that was specifically approved for service credit purposes in accordance with published statement of Company policy.

9.1.1.1 Accredited service for parttime employees will be based on the accumulation of hours worked. For this purpose, forty hours shall be considered to constitute one week.

9.2 Basic Wage Rate

9.2.1 Basic Rate is the hourly rate of pay determined from the wage schedule for the job.

9.3 Bridging of Service

9.3.1 When an employee's employment has been terminated and thereafter is re-employed and accumulates 1000 hours of accredited service, then the break in the employee's employment shall be bridged and there shall be added to the 1000 hours of accredited service which has accumulated since reemployment, the period of all accredited service which the employee had previously accumulated, provided each such prior accredited service equaled or exceeded 1000 hours. Official Company records shall be used for the verification of all prior service.

9.4 Call-Out Time

9.4.1 Time worked during an unforeseen condition for which the employee is called to return back to work outside the scheduled tour without prearrangement and there is no change in work schedule.

9.5 Calendar Day

9.5.1 Any twenty-four (24) hour period beginning immediately after midnight, and ending twenty-four (24) hours later.

9.6 Calendar Week

9.6.1 The calendar work week is a period of seven consecutive days commencing at 12:01 a.m. on Sunday and ending at midnight on the following Saturday.

9.7 Differential Pay

9.7.1 An additional payment given for certain responsibilities of positions assigned by management.

9.8 Division

9.8.1 As referenced in this collective bargaining agreement division will be defined by the states of Illinois, Indiana, Michigan/Ohio and Wisconsin.

9.9 Employee

9.9.1 The general term "employee" refers to those who perform the work of the Company for a regular stated compensation and the nature of whose work duties are within the scope of the recognized collective bargaining unit. The term "Employee" or "Employees" wherever used in this Agreement shall include both sexes except as otherwise specifically provided herein. Whenever the masculine "pronoun" or "possessive" is used in this Agreement, the feminine "pronoun" or "possessive" is also intended, except as otherwise specifically provided herein.

9.10 Employee – Regular

9.10.1 Regular Employee is a person who has completed the probationary period, has been accepted by the Company for continued employment, and has satisfactorily met the Company's standards for employment in a regular status.

9.11 Employee – Probationary

9.11.1 A probationary employee is a person who has not completed the 180day probationary period prior to intended assignment as a regular employee.

9.11.2 Employees who cannot meet all of the Company's employment standards by the end of the probationary period may be granted additional time in which to comply. The probationary period shall not exceed nine months under normal conditions. During the additional time, such employees shall be considered as being

probationary subject to release for failure to meet such standards. Employees so retained shall be extended all remaining rights and privileges available to regular employees under the terms of this Agreement.

9.11.2.1 If conditions warrant the extension of the probationary period the Company will notify and meet with the local Union President (either in person or by phone) to discuss the extension. The final decision of whether to extend the probationary period shall rest with the Company.

9.11.3 An employee who transfers into this agreement from another Company contract will transfer in as a probationary employee if the employee has not served a probationary period in his/her sending contract.

9.11.4 The release, discharge, demotion or discipline of a probationary employee may be grieved under the Grievance Procedure in Article 11 but is not subject to the Arbitration Procedure in Article 12 of the Agreement.

9.12 Employee – Full Time

9.12.1 Regular and temporary employees who are normally scheduled to work at least five full tours or their equivalent each week.

9.13 Employee – Part Time

9.13.1 A Regular or Temporary Part Time employee is an employee whose normal assignment of work is less than the normal work week.

9.13.2 Notwithstanding any other provision in this Agreement or any other collectively bargained agreement, effective January 1, 2014, Part Time Employees shall be eligible to participate in only the following benefit plans:

- Frontier 401(k) Savings Plan (as provided for in Article 35)
- Vacations (as provided for in Article 23)
- Tuition Reimbursement Benefit MOA

9.14 Employee – Occasional

9.14.1 Occasional Employee is a person engaged to perform work or irregular assignments wherein there is no regular schedule of work and who temporarily fills in for, or supplements the work of, regular employees on an occasional employment basis. Occasional employees are employees only on the specific individual days for which work assignments are scheduled. Wage treatment shall not exceed wage schedules effective for regular employees and may be based on cumulative previous hours worked for the Company.

9.14.1.1 Occasional employees shall not be employed to an extent as to adversely affect the usual employment of current regular fulltime or parttime employees.

9.15 Employee – Seasonal Worker

9.15.1 Seasonal Worker Employee is a person employed to perform seasonal work during all or parts of the peak activity months, usually May through October.

9.15.2 Seasonal Worker Employees as defined herein and further referenced in Article 20 may only be engaged in the Wisconsin division.

9.15.3 Seasonal Workers are not eligible for any benefits under this agreement.

9.16 Employee – Temporary

9.16.1 Temporary Employee is a person engaged for a specific project, or for a definite period of time in connection with performance on a specific project or as a temporary addition to the work force under conditions that employment ceases on or before completion of the assignment and employment is continuous for a period not exceeding twelve (12) months. A sixmonth continuous period may be extended subject to the mutual agreement between the Union and the Company.

9.17 Employee – Term

9.17.1 Term Employee is a person whose employment is intended to last longer than six (6) months but no longer than thirty-six (36) months, has been reclassified from probationary employment as defined in Section 9.11, accumulates net credited service, and is entitled to all benefits provided to regular full-time employees with the exception of the Income Security Plan (ISP) and Termination Allowance. Term employees are hired with the understanding that they will remain in the same occupation title for the duration of their term of employment and are not eligible for the provisions outlined in Article 15 and Article 19.

9.18 Formally Scheduled Tours

9.18.1 For purposes of arranging and posting work schedules for normal tours and for purposes of determining overtime hours worked, no employee shall be scheduled on a formal basis to work tours of more than eight hours in any one day, nor totaling more than forty hours in one week, nor more than the equivalent of five eight hour tours in any six days within a work week. Such scheduling of tours within these limits shall constitute the normal work schedule and shall be known as the employee's formally scheduled tours.

9.18.2 The provisions for formally scheduled tours shall not constitute any guarantee or requirement that 40 hours per week shall be the maximum number of hours of work that may be required of any employee. The determination of the number of hours to be worked is a responsibility of the Company according to work demands and telephone service requirements except as may be limited by law and by reasonable considerations for health and safety of employees.

9.19 Holiday

9.19.1 Means the twenty-four hour period between 12:01 a.m. on the holiday or day so observed and the succeeding midnight.

9.20 Normal Tour

9.20.1 A normal tour of duty shall be eight (8) hours.

9.20.2 Normal Workday – Part-time Employees: up to eight hours in any one day.

9.21 Normal Work Week

9.21.1 A normal work week shall consist of forty (40) hours.

9.21.2 Normal Workweek – Part-time Employees: up to eight hours per day and forty hours per week. Part-time employees must be scheduled one day off each week.

9.22 Premium Pay

9.22.1 Premium Pay is an amount, in addition to basic rate, paid for working certain hours or days.

9.23 Reporting Location

9.23.1 Designated as a building or place therein, as determined by the Company, where an employee begins and ends his/her assigned tour of duty.

9.23.2 All employees, hired after September 24, 2013, in the following classifications must live within 35 miles of his/her assigned Reporting Location; Building Services Technician, Construction Technician, Customer Engineer – Data Applications, Network Technician, Sales and Service Technician I, Sales and Service Technician II and Senior Construction Technician.

9.23.2.1 In situations where the Reporting Location of an employee hired after September 24, 2013 changes and the employee's residence is not within 35 miles of his/her new assigned Reporting Location:

- A. The employee will have six (6) months from the effective date of the change in assigned Reporting Location to establish a permanent residence in compliance with the residency requirement. During these six (6) months, the employee must establish and maintain a temporary residence within 35 miles of his/her new assigned Reporting Location.
- B. Proof of meeting the residency requirements must be supplied.

9.23.2.2 In the event an employee changes residence, the employee must notify his/her supervisor of his/her new address.

9.23.2.3 This residency requirement may be waived with the approval of the Region Human Resources Director (or equivalent).

9.24 Seniority

9.24.1 Unless otherwise provided within this Agreement, Seniority shall mean the length of Computed Active Employment within the bargaining unit of the company; the bargaining unit of any other Frontier (fVerizon, fGTE) Company and any other predecessor company where the acquisition understanding included such consideration. Seniority shall include absences as a result of labor-management disputes.

9.24.1.1 Employees entering this bargaining unit after December 31, 1984, from another Frontier (fVerizon, fGTE) Company whose bargaining unit observes only unit seniority will have seniority based from date of entry into this bargaining unit.

9.24.1.2 Seniority of present bargaining unit employees shall be as computed and established by previous agreements, seniority records, and seniority lists prior to the effective date of January 1, 2002.

9.24.1.3 New employees shall accumulate seniority beginning with the most recent date of hire. Seniority for regular part-time employees shall be computed at the rate of one (1) week for each forty (40) hours worked.

9.24.1.4 Former employees who are re-engaged shall have their seniority bridged accordingly after completion of 6 months of service. Only time previously served in the bargaining unit will be included. Such bridging, however, shall not serve to bring about an increase in wage rates purely as a result of the bridging.

9.24.1.4.1 Employees who have retired and who return to work for the Company will not be eligible to bridge any seniority accumulated prior to retirement. The employee's rehire date will be used for purposes associated with customary applications of seniority such as: selection of vacations, shift selections, promotions, transfers, and force adjustments.

9.24.1.5 Employees promoted to classifications outside of the collective bargaining unit covered by this Agreement shall continue to accrue accredited service, but not seniority. Such employees, when returned to employment within the collective bargaining unit, shall be entitled to exercise their seniority as defined in this Section 9.24

9.24.1.6 The transfer date of Seasonal Workers will be calculated once a year and will only be used for transfers and promotions.

9.25 Straight-Time Rate

9.25.1 StraightTime Rate is the basic rate plus premiums or differentials when applicable.

Article 10. Federal and State Laws

10.1 Federal and State Laws

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

Article 11. Grievance Procedure

11.1 Definition

11.1.1 A grievance is any complaint by an employee, or group of employees, or by the Union on the employee's behalf:

11.1.1.1 Agreement. Alleging violation of the provisions or application of the provisions, of this Agreement.

11.1.1.2 Public Laws. Alleging violation of public laws governing wages, hours, and working conditions.

11.1.1.3 Discipline. With respect to any actions taken under which an employee is discharged, demoted or disciplined allegedly without sufficiency of cause.

- 11.1.1.4 Benefits. With respect to any action taken under which an employee, or group of employees, allegedly suffers improper loss, or reductions of, any established benefits arising out of the job or of employment with the Company.
- 11.1.1.5 Hazard. Alleging that an employee or group of employees are subjected unduly to hazardous or unsafe working conditions beyond the normal exposures inherent to the job assignment.
- 11.1.1.6 Discrimination. Or other complaint alleging that an employee or group of employees has been discriminated against or otherwise unfairly treated by the Company in carrying out its responsibilities.

11.2 Intent of Grievance Procedure

- 11.2.1 It is the intent of both parties that grievances shall be settled with sincerity and dispatch.
- 11.2.2 Union representatives may meet with the Company at any reasonable time for the purpose of discussing working conditions, or for presenting problems, not specifically covered by the provisions of this Agreement. Failure to arrive at an agreement shall not of itself qualify the subject matter as a grievance.
- 11.2.3 The Company agrees that settlements shall be exclusively with the Union in all instances wherein grievances are filed by or through the Union and that, once the Union notifies the Company of its intent to process a grievance, the Company will not attempt to adjust the matter with the employee or employees involved without the consent of the Union.
- 11.2.4 The Union shall be given the opportunity to be present at the settlement of any grievance presented directly by any employee or group of employees. In no event shall settlements be made that are contrary to the provisions of this Agreement.
 - 11.2.4.1 It is recognized that the presentation of routine questions or problems to the supervisor as arising in daytoday operations need not require the presence of a Union representative unless failure of the supervisor to provide an adequate routine answer permits the problem to develop into an actual grievance.

11.3 Grievance Process

- 11.3.1 Issue Resolution Step. It is in the mutual interest of the Company and the Union to have potential grievances settled prior to the need for a formal written grievance. Accordingly, an informal Issue Resolution Meeting will be requested with the appropriate management employee within ten (10) calendar days for release or discharge of an employee and within forty-five (45) days for all other violations, after the event giving rise to the grievance. Attendance at the Issue Resolution Meeting shall be limited to those individuals actually involved with the issue i.e., management representative, union representative and/or involved employee (s). Any resolution reached shall be final and shall not be considered precedent setting. The subject of any subsequent grievance or arbitration resulting from failure to reach resolution at this meeting shall be limited to the issue addressed in the meeting.
- 11.3.2 Formal Step 1. Settlement not being reached at the Issue Resolution Meeting the appropriate Union representative shall submit the grievance in writing to the second level manager and/or department head within twenty (20) calendar days. Discussions shall commence unless mutually arranged otherwise within ten (10) calendar days after receipt of the Union's written response. The appropriate Company representative shall submit the Company's response in writing to the Local Union President within twenty (20) calendar days upon completion of the Formal Step 1 meeting.
- 11.3.3 Formal Step 2. Settlement not being reached at the formal first step meeting the appropriate Union representative shall have thirty (30) calendar days in which to appeal the grievance to the Labor Relations Manager. Discussions shall commence, unless mutually arranged otherwise, within fourteen (14) calendar days after receipt of the Union's written notice. The Company shall respond in writing within thirty (30) calendar days to the appropriate Union representative upon completion of the Formal Step 2 discussion.
- 11.3.4 Late Appeal. Where a grievance is not appealed to the next higher step within the prescribed, or mutually agreed alternate time limit, it shall be barred from further processing.
- 11.3.5 Late Reply. A grievance not resolved within any step by failure of the Company to meet prescribed time limits shall be advanced automatically to the next higher step.
- 11.3.6 The time periods specified in this Article may be extended or modified by mutual consent.

11.4 Written Presentation of Grievance

- 11.4.1 Preparation. Whenever a grievance is to be submitted for action, the grievance shall be reduced to a statement in writing and signed by the employee, or by an appropriate representative of the Union.
- 11.4.2 Distribution. The written statement of grievance shall be furnished to the 2nd level manager at Step 1 as indicated in Article 11, Section 11.3.2. The form provided by the Union shall be as adopted by mutual agreement of the Union and the Company; it shall be the only recognized form for presentation of grievances.
- 11.4.3 Content. The written statement shall set forth in substance the specific nature of the alleged grievance, briefly, but in sufficient detail that dates, times, occurrences and the nature of the circumstances causing the grievance can be identified readily. There shall also be a statement as to the public law or as to the specific Article, Section, and Paragraph of this Agreement which allegedly has been violated if either is the basis for the grievance. If the grievance is not based on the foregoing, then the written statement shall include information as to the foundation of the complaint.

11.5 Mutual Information

- 11.5.1 The Union and the Company shall keep each other currently informed in writing concerning the names and titles of their respective representatives for purposes of processing grievances.

Article 12. Arbitration Procedures

12.1 Appeal

- 12.1.1 Grievances (as defined in Section 1 of Article 11 but excluding those grievances regarding the release, discharge, demotion or discipline of probationary employees) remaining unresolved upon completion of the prescribed Grievance Procedure, may be referred to arbitration.
- 12.1.1.1 Arbitrations shall be conducted by the American Arbitration Association.
- 12.1.2 Whenever a grievance is to be submitted to arbitration, written notice of such intent is to be served on the other party within 30

calendar days and to the American Arbitration Association within 90 calendar days after the receipt of the last written answer as provided for in Step 2 of the Grievance Procedures. These time limits may be reasonably extended by mutual consent of the Company and the Union.

- 12.1.3 These written requests shall restate the grievance as originally submitted under Article 11 and shall certify that the parties failed to reach a satisfactory settlement in the Grievance Procedure as set forth in Article 11. The written submission to the other party then shall serve as basis for proceedings in arbitration.
- 12.1.4 Should the parties fail to reach mutual agreement within ten calendar days after receipt by the other party of written demand for arbitration that the dispute is a proper matter for arbitration, the Union then may serve written notice upon the company within ten calendar days thereafter that the matter is to be submitted to arbitration for the purpose of determining whether the issue involved is properly arbitrable.
- 12.1.5 All proceedings under this Section shall be started and carried to conclusion as expeditiously as possible.
- 12.1.6 Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator and the incidental expenses of the arbitration proceeding mutually agreed to in advance shall be borne equally by the Company and the Union.

12.2 Authority

- 12.2.1 The decision of the arbitrator shall be binding upon both parties and shall conclusively determine the dispute being arbitrated. An arbitrator may decide only one grievance rather than multiple ones submitted or pending unless otherwise agreed.
- 12.2.2 The arbitrator shall not have authority to add to, subtract from, or modify any provision of this Agreement, nor to rule on any question except the ones submitted for arbitration.
- 12.2.3 The arbitrator shall not possess authority to assess damage or punitive payments against either party to the other. In rendering a decision, the arbitrator shall be confined to the specific issue.

12.3 Make Whole

- 12.3.1 Where the issue submitted to Arbitration involves the payment of money to a grievant retroactively or otherwise, the Arbitrator shall have the authority to include in the award a direction for the payment of money retroactively or otherwise, but limited to making the grievant whole and no more. With respect to back wages only "make whole" means reimbursing the grievant for the wages he/she would have made if employment had been continuous, less wages actually received by the grievant, from any other source, Workers' Compensation, Unemployment Compensation, or other monetary compensation for which the grievant would not have been eligible for had the grievant not been suspended or discharged, during the period in question.

Article 13. Work Schedules, Tours and Overtime

13.1 Tour of Duty

- 13.1.1 A formal tour of duty shall consist of not more than eight consecutive hours (exclusive of a meal period not exceeding one hour). When any employee is not permitted to leave the job for a full meal period of at least onehalf hour, the meal period shall be paid for as time worked. Where two or more employees are on duty, the normal rest periods may be combined to constitute a paid lunch period.
- 13.1.1.1 When any part-time employee is formally scheduled to remain on the job continuously for more than six hours, he/she shall be granted eating time as part of his/her tour.
- 13.1.2 Usually each tour is made up of two sessions. The sessions are scheduled at various times as necessitated by proper telephone service to the public.
- 13.1.2.1 A split tour is a tour with more than one (1) hour between sessions and will be applicable to employees in the Consumer Sales Solutions Center, Repair Resolution Center, Business Solutions Group and Business Contact Center.
- 13.1.3 A relief period of fifteen minutes paid for as time worked will be granted to employee as near the middle of each session as practical.

13.2 Work Day

13.2.1 For scheduling purposes, a formally scheduled tour of duty shall be considered as falling on that calendar day in which the majority of the hours of the scheduled tour occur. If the scheduled hours are equally distributed between two calendar days, the first of such days shall be considered as the day for which the tour is scheduled. Reporting time worked for payment, however, shall be on the basis of the day on which the time was actually worked.

13.3 Work Week

13.3.1 The formally scheduled work week usually consists of five normal tours of duty within a calendar week. Subject to these considerations, tours may be scheduled on any of the seven days of the week.

13.4 Work Schedules

13.4.1 A formal work schedule shall be set up for each regular and probationary employee and will show the following:

13.4.1.1 The name of each employee assigned.

13.4.1.2 The name of each temporary or occasional employee working as a substitute for a regular or probationary employee.

13.4.1.3 The days of the calendar work week on which the employee is scheduled to work.

13.4.1.4 The scheduled tour for each of these days.

13.4.1.5 The employee's starting and quitting time and the normal designated lunch period.

13.5 Choice of Tours and Days

13.5.1 All employees will be granted their selection of available tours and days of work on schedules designated by the Company in accordance with their seniority. All assignments of available tours and/or days will be subject to restrictions imposed by law, restrictions due to work demands, or necessary training or re-training.

13.5.1.1 When work schedules consist of 2 or more weeks, employees will be accorded a choice of hours and

days they are to work by signing for each weekly unit in order of seniority.

- 13.5.1.2 Regular and probationary full time employees shall be extended first choice. Next in order, part-time employees, then occasional and/or temporary employees.

13.6 Posting

- 13.6.1 Work schedules shall be posted by reporting location showing tours of duty for the next succeeding week and employees shall be notified by schedule posting not later than 5:00 p.m. Thursday of the preceding week. The schedules shall indicate the tours which constitute the normal work week.

- 13.6.1.1 When hours of scheduled work remain the same from week to week, a single posting shall be sufficient until the hours or days are to be changed

- 13.6.1.2 Tour vacancies within a posted schedule may be filled by assignment of available personnel without requirement for change of the posted schedule for tour choice by seniority.

13.7 Schedule Change

- 13.7.1 When unforeseen circumstances necessitate the changing of hours or days to be worked by any regular employee from the original formerly scheduled tour of duty, the treatment shall be as follows:

- 13.7.1.1 When less than forty-eight hours' notice before the beginning of work on the original formally scheduled tour is given to an employee, the changed hours shall be worked but no change shall be made in the employee's formal schedule. Any time worked outside of the employee's formal schedule shall be treated as overtime. Such overtime work shall not be included in the employee's formally scheduled week.

- 13.7.1.2 When forty-eight hours or more notice before the beginning of work on the original formally scheduled tour is given, the employee shall work only the hours of the changed tour which shall be considered a substitute for, and in place of, the original formal scheduled tour. Such time worked which falls within the limits of the changed tour shall be paid for at the

straighttime rate. Work in excess of the hours of the changed tour shall not be used to modify the employee's then scheduled week.

13.7.2 An employee's formally scheduled work hours may be changed on personal request with approval of the supervisor. Approval will be contingent upon consideration of work load, requirements of telephone service, requirements of law and the provisions of this Agreement. Ordinarily, approval will be denied if overtime results from the change. The changed scheduled hours shall then supersede and replace the original scheduled hours which shall cease to exist.

13.7.2.1 Exchanging of tours or of days off between employees will be permissible subject to the foregoing provisions.

13.8 Four Ten-Hour Tours

13.8.1 The Company shall select the classifications and the reporting locations that are subject to the tenhour, fourday week.

13.8.1.1 Management will discuss the schedule with the affected work group or work groups involved prior to posting the schedule to be bid.

13.8.2 The tour will not be subject to overtime for the hours worked in excess of 8 in any one day. Hours worked in excess of ten in any one day or forty in any one week shall be paid at the overtime rate.

13.8.3 There will be weeks during the year when the employee's scheduled tours will revert back to five (5) eight-hour tours for specific weeks. This will usually be done when the employee is scheduled for school, vacation or when a designated holiday falls during the week or when required to meet the service demands of the business. The second week in which an employee is absent-sick paid would revert back to five (5) eight-hour tours.

13.8.3.1 Absent paid time including death in immediate family, jury and witness duty and sickness; employees scheduled four ten-hour tours will receive absent paid time based on ten hours per scheduled day.

13.8.3.2 Personal Days may be an exception to paragraph 13.8.3. With supervisory approval, Personal Day(s) may be scheduled during the ten-hour tours subject

to the provisions of Article 22. If the selected day for the employee's Personal Day falls on a non-scheduled day, it will result in 8 hours pay.

13.8.3.3 Employees scheduled for four ten tours shall in no case receive in excess of their allotted vacation pay per year nor shall they gain an advantage over employees working eight hour tours.

13.9 Travel Time

13.9.1 Traveling time spent by any employee on Company business between the time when he/she reports for work as required and the time when he/she is released from work, shall be treated as working time.

13.9.2 Traveling time, in line of duty, spent by an employee riding in or driving a Company motor vehicle while going to or from a job location shall be treated as working time.

13.9.3 When sleeping accommodations are provided, the employee's formally scheduled hours for the day shall be treated as working time.

13.9.4 There will be no reduction in formal scheduled hours on the day by reason of traveling.

13.10 Overtime

13.10.1 Overtime is:

13.10.1.1 All time-worked in excess of eight hours in any one day.

13.10.1.2 All time-worked in excess of forty hours in a work week.

13.10.2 Parttime employees shall be paid at the overtime rate only for hours worked in excess of eight in any one day or after forty hours at straighttime pay in any one week.

13.10.3 Overtime normally will be worked on one day but it may extend from one day to another when the time worked is continuous. Overtime may be worked either prior to, or after, or both prior to and after, the formal tour.

13.10.4 Overtime work continuous with a formally scheduled tour shall be compensated at the applicable overtime rate for actual time

worked. Work time shall be considered as continuous if it immediately precedes or follows hours worked in a formal tour of duty or if the employee is requested to go back to work within thirty (30) minutes before he/she has initially left the premises. When the employee is permitted, at his/her own request, to take reasonable time off for a meal, and then return to work, the additional time worked shall be considered continuous for the purposes of this Section.

- 13.10.5 Callout time, or overtime not continuous with a formal schedule, shall be at the applicable overtime rate with a minimum payment of two hours at such rate.
- 13.10.6 Total compensation for overtime work shall be at the rate of one and onehalf times the straighttime rate of pay during the overtime hours worked; there shall be no pyramiding of overtime rates or premium rates calling for payment of one and onehalf times the straighttime rate except as noted in Article 32, Section 32.6.
- 13.10.7 Any employee who is directed by the Company on an overtime basis to remain on the job continuously for more than six hours, shall be granted paid time to eat a meal as job conditions warrant. However, only in extreme emergencies will an employee be expected to work more than six consecutive hours without such meal period.
- 13.10.8 When overtime is assigned within a job classification and reporting location, it shall first be offered to the most senior qualified employee or employees in that classification and the offering shall continue down the seniority list of qualified employees. If no one is willing to work the overtime, it shall be assigned to the least senior qualified employee or employees in that reporting location.
 - 13.10.8.1 An employee who does not accept such assignment three (3) consecutive times shall be removed from the overtime list. The employee may be returned to his/her proper seniority position on the active list by written request to his/her supervisor after a seven (7) day waiting period.
 - 13.10.8.2 An employee may also be removed from the active list by written request to the supervisor. Such request may be withdrawn at any time by written request to the supervisor and placed back on the active list after a seven (7) day waiting period.

- 13.10.9 When the situation (for example, work continuation, time constraints, service requirements) does not allow management to obtain employees under Section 13.10.8 above, the supervisor can require a qualified employee(s) to work.
- 13.10.10 Employees shall not ordinarily be required or permitted to work sixteen (16) or more continuous hours. However, in service emergencies or under circumstances beyond the control of the Company, it may become necessary to work an employee such extended hours.
- 13.10.10.1 Such employee who has worked sixteen (16) or more continuous hours shall be entitled to an eight-hour rest period before returning to work. If any portion of the rest period extends into the employee's regular scheduled shift, the employee shall be excused from work without loss of pay for such hours.
- 13.10.11 When an employee is required to work on a regular scheduled day, three (3) hours or more beyond the employee's regular quitting time, the employee shall be eligible for a meal allowance of \$5.00.

Article 14. Principles for the Assignment of Work

- 14.1 In assigning work to employees, the primary objective is to utilize all employees in a commonsense 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.
- 14.1.1 It is recognized, however, that each job classification has its own set of primary job duties and functions (job content) and will continue to be differentiated by their job content. This Article is not intended to change the primary content of the various job classifications.
- 14.2 When an employee is assigned work normally performed by his/her classification and/or work group, and it is necessary, in order to complete that entire job or work assignment, for the employee to perform work normally performed by a different classification, the employee may perform (or be assigned to perform) any of the associated work, provided the employee has, in the Company's judgment, the training,

experience, qualifications, and/or equipment needed to safely complete the entire job in a single dispatch or work assignment.

- 14.3 In order to complete a job in a single dispatch and/or work assignment, as provided for in Section 2 above, if an employee needs to perform work that is normally performed by a different classification, the employee may complete the job during the scheduled and nonscheduled hours of the classification that would normally perform the work in question.
- 14.4 When local management plans to implement the assignment principles contained in this Article in a particular workgroup or groups, the Local Union President will be notified of such plans within a reasonable time frame in advance. Upon request by either party, local management and the Local Union President (or designee) will meet to discuss the plans for implementation; management will consider any input provided by the Union on those plans. As those plans are put into place, local management and the Local Union President (or designee) will meet periodically to discuss the progress being made and any concerns over the implementation; one (1) additional Local Union representative may also be present at this meeting.

Article 15. Job Bidding and Transfer

15.1 General

- 15.1.1 The Company may transfer or upgrade employees within each division of the bargaining unit between jobs and departments in conformity with the requirements of telephone service and the operating efficiency of the Company.
- 15.1.2 Regular employees may bid on vacancies and, when doing so, must follow the procedures outlined in the hourly self-nomination process.
- 15.1.2.1 Hourly job bids shall be submitted to the HR Staffing Representative. Bids shall contain an outline of experience, training or other qualifications of the employee which are pertinent to the job being requested.
- 15.1.3 In making a selection for a job within the bargaining unit, the selection will be based on full consideration of the ability, personal training for the job, dependability, and seniority of eligible employees. Seniority will prevail among employees whose ability and qualifications are consistent with the job

requirements. The Company retains the right to conduct oral and written tests to determine qualifications.

15.1.3.1 Notwithstanding Section 15.1.3, when a job within the bargaining unit that, in judgment of management, requires the employment of an individual qualified to immediately perform the essential technical functions of the job, the vacancy will be posted as "Ready Now" and the posting will include the Ready Now qualifications. The Company will notify the appropriate Union President of the reason the Ready Now position is necessary prior to the vacancy being posted. Management will have the right to award a Ready Now vacancy to an individual who possesses the requisite qualifications to immediately perform the essential technical functions of the job; seniority will prevail among any such employees. The Company retains the right to conduct oral and written tests to determine qualifications.

The Company will have the right to apply the "Ready Now" category to the following number of postings in each state as follows:

Indiana and Wisconsin - Four (4) times per calendar year each

Ohio/Michigan – Five (5) times per calendar year combined

Illinois - One (1) time per calendar year

15.1.3.2 It is understood and agreed that the Company reserves the right to select or employ individuals from outside the Company where services requiring special training or special abilities not available in the Company are required.

15.1.3.3 Employees with discipline at the written level or above within 12 months of the date the vacancy is posted will normally not be eligible for a transfer or upgrade. However, when such bids are received, management will review the employee's work record to determine if sufficient improvement has been shown since the discipline to warrant waiver of this requirement. In the event that an employee is not awarded a vacancy due to this discipline, management will notify the employee.

15.1.3.4 The appropriate Union President **and District Staff Representative** will be notified of the successful candidate within 30 days of the job being awarded.

15.1.4 An employee accepting a reclassification is required to work in the new classification for 12 months except as provided below. This requirement may be waived by management.

18 months – Customer Care Advocate and Construction Technician.

24 months – Sales and Service Technician I, Senior Construction Technician, Construction Detailer, Customer Engineer – Data Applications, Network Technician, Sales and Service Technician II, Equipment Installer, Facilities Assigner, Facilities Assigner/Cutter, Facility Locate Assigner, and Service Area Equipment Technician.

Employees accepting a job in a new classification as a result of returning from layoff or bumping during the layoff will be excluded from the above restrictions.

15.1.5 Any employee who successfully bids to another position pursuant to this Article 15 will serve a probationary period not to exceed six (6) months. At the end of this probationary period the employee shall be assigned the higher classification or be reassigned to his/her previous classification and progression interval.

15.2 Transfers

15.2.1 Lateral transfers and downgrades between departments will be recognized to the extent that there will be no disruption to operations within the department from which the employee would transfer. In the event immediate transfer is denied because of disruption of departmental operations, the departmental manager will notify the union in writing of the reasons for such denial and will take steps to address the business condition(s) leading to the denial. The employee will remain eligible to bid on future vacancies and will be offered transfer at the earliest opportunity after the business condition(s) leading to the denial have been addressed, provided the employee is the successful bidder in accordance with Section 15.1.3.

15.3 Involuntary Transfers

15.3.1 Employees selected for involuntary transfer from one exchange to another shall be chosen on the basis of least seniority to the extent that ability and qualifications are consistent with the demands of the job to be filled. Costs of moving to new work locations will be assumed by the Company.

15.3.2 When opportunity arises, an employee involuntarily transferred by the Company in accordance with the foregoing Paragraph 15.3.1 of this Article shall be afforded an opportunity to retransfer to his/her former job or to another job for which he/she is qualified at the first exchange from which he/she was transferred. The retransfer shall be afforded in accord with seniority limited only by necessary considerations of telephone service requirements.

15.3.3 The Company will neither engage a new employee nor re-engage a former employee with less seniority than the employee involuntarily transferred under the provisions of the foregoing Paragraph 15.3.1 of this Section for a job which the involuntarily transferred employee can fill in accord with Paragraph 15.3.2 of this Section.

Article 16. Board & Lodging, Per Diem and Transportation Allowance

16.1 Reporting Location

16.1.1 All employees shall be assigned to definite reporting locations.

16.1.2 Employees will be subject to work assignments at other than their normal assigned reporting location.

16.1.3 The selection of employees for such reassignment to a temporary work location shall be subject to the following:

16.1.3.1 The work group will be asked for qualified volunteers.

16.1.3.2 If sufficient volunteers are not obtained, qualified employees will be assigned in inverse order of seniority.

16.2 Per Diem

16.2.1 When an employee is assigned to work temporarily at a location more than 10 miles from his/her regular reporting location (including school assignments), the following shall apply:

16.2.1.1 If the temporary reporting location is more than 10 miles and up to and including 20 miles, the employee will be compensated a per diem of \$11.00 per day for each working day of the assignment.

16.2.1.2 If the temporary reporting location is more than 20 miles and up to and including 40 miles, the employee will be compensated a per diem of \$21.50 per day for each working day of the assignment.

16.2.1.3 If the temporary reporting location is more than 40 miles and up to and including 60 miles, the employee will be compensated per diem of \$34.00 per day for each working day of the assignment.

16.2.1.4 If the temporary reporting location is more than sixty (60) miles away from the regular reporting location, the Company shall select and pay for lodging at the employee's request. The employee will be compensated a meal allowance of \$34.50 per day for each working day of the assignment. Management will provide transportation, on Company time on the initial trip to and the last trip from the temporary reporting location in the form of a Company vehicle, public transportation or a mileage allowance. When the employee's personal

vehicle is used, the employee will be compensated a mileage allowance for the roundtrip transportation on each interim weekend of the assignment.

16.2.1.5 If the temporary work assignment is outside the division in which the employee reports, reasonable board (or a meal allowance of \$34.50) and lodging with supervisory approval will be paid for each day of the assignment. No per diem will be paid. Employees, on temporary work assignments outside the state in which the employee reports, will be permitted to return home at the end of each three-week period. Approved transportation expenses will be paid by the Company.

16.2.3 All reference to miles shall mean the most direct and practical one-way highway distance to the temporary reporting location as determined by management.

16.2.4 For each day that an employee is assigned to a temporary reporting location more than 60 miles from his/her regular reporting location, the employee shall be allowed to charge to the Company one personal long distance call of a five minute duration, terminating in the state in which the employee resides.

16.2.5 If the temporary reporting location is closer to the employee's home than his/her regular reporting location, the employee will not be paid per diem.

16.2.6 Employees on per diem will travel on their own time, except as provided in 16.2.1.5 and unless otherwise directed by management to move vehicles and equipment.

16.2.7 Per diem payment is in lieu of all other employee expenses unless otherwise specified herein.

16.3 Personal Vehicle

16.3.1 Whenever an employee is authorized by the Company to use his/her personal vehicle, a mileage allowance for all miles so driven shall be paid in accordance with the I.R.S standard mileage rate that is in effect at the actual time of travel.

16.3.2 When a mileage allowance is paid for the use of an employee's personal vehicle, it is intended to cover all the expenses incurred for operating the vehicle such as, but not limited to: gasoline, oil, and repairs.

- 16.3.3 When a mileage allowance is paid for the use of an employee's vehicle, the employee must have the minimum necessary liability limits on the vehicle used as required to comply with the Financial Responsibility of the State.

Article 17. Tools, Equipment and Safety Practices

17.1 Tools

- 17.1.1 The Company will furnish, without cost to employees, all tools necessary for the performance of their duties.
- 17.1.2 Employees who are furnished tools by the Company will be held responsible for their proper use and care and will be held accountable for all tools assigned to them.
 - 17.1.2.1 Tools furnished to employees by the Company which become broken or worn through normal wear will be replaced by the Company without cost to the employee.
 - 17.1.2.2 Tools furnished to the employees by the Company which are lost or stolen will be replaced at the employee's expense except when loss results from causes beyond the employee's control including failure of the Company to provide a secure place for storage.
 - 17.1.2.3 The Company may inspect tools at any time, and shall condemn from further use any tool which is found to be unsafe or unfit.
- 17.1.3 Employees will continue to use their present required tools until such tools are, or become, worn out, or otherwise not usable, at which time the Company will furnish replacements.
- 17.1.4 The Company will specify the quantity, kind, type and make of tools that are to be used in connection with each type of work.
- 17.1.5 The Company will furnish, without cost to the employees, work gloves for outside plant forces, subject to the provisions, as are applicable to tools, of the preceding paragraphs of this Article 17.
- 17.1.6 Cable Splicer transitioning to Senior Construction Technician will be required to obtain a Commercial Driver's License within 1 year of transitioning.

Each Cable Splicer who transitioned to a Senior Construction Technician will have 3 attempts to obtain the CDL. Should a Cable Splicer who transitioned to a Senior Construction Technician not obtain the CDL after three attempts, the individual shall be moved into a Sales and Service Technician II classification. Should an individual be determined to be medically ineligible for a CDL, said individual shall remain in the Senior Construction Technician classification

17.2 Safety Practices

- 17.2.1 It is agreed that the Company will make every reasonable effort to provide the employees with safe working conditions and the Union will support and encourage the practice of safety by employees.
- 17.2.2 It is the intent of the parties that no employee shall be required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operation of the job in question.
- 17.2.3 It will be the employee's responsibility and obligation to maintain safety standards and to report any unsafe working conditions.
- 17.2.4 The Company will instruct its employees in safe methods and practices of performing their work through a definite safety program consisting of instruction scheduled on Company time in safety practices.

17.3 Inclement Weather

- 17.3.1 During bad weather, employees will be required to be available for such work as may be necessary to maintain telephone service, or such other work as may be assigned. If an employee is excused, no time shall be lost.
- 17.3.2 Outside employees shall not suffer loss of scheduled work time when inclement weather prevents the performance of their normal work duties and the employee has reported for work as required. Inclement weather shall be construed to include heavy rain, wet snow and excessive cold weather any of which could interfere with the safe performance of work.
 - 17.3.2.1 The immediate supervisor shall determine the type and location of alternate duties to be performed.
 - 17.3.2.2 The immediate supervisor shall determine in all instances the extent to which outside work shall be

performed during inclement weather with reasonable protection for health and safety of employees and with due consideration to the protection of life, property or continuity of essential services.

Article 18. Business Attire

- 18.1 In order to promote a professional business image in the marketplace, employees in classifications designated by the Company will be required to wear uniforms provided by the Company. The Company will notify the Union of the classifications designated by the Company that are required to wear uniforms. The Company reserves the right to establish, change or modify reasonable guidelines for business attire. Such guidelines may not alter the provisions of Section 18.2 below.
- 18.2 Employees designated to participate in the Company's uniform program will be allowed to order the following number of items annually, and on an "as needed" basis:
- a) 4 hats
 - b) 1 Jacket *
 - c) 7 Shirts (any combination of polo, long-sleeve work shirt, short-sleeve work shirt)
- * On a "one-time" basis, participating employees may also order either a) two (2) additional jackets; or, b) one (1) additional jacket and one (1) set of winter-insulated bib overalls. The period for this one-time selection will be six (6) months following ratification and after the program is set up.
- 18.2.1 In addition, management may at its discretion and as a part of the uniform program allow employees designated to participate in the Company's uniform program to order 7 Pants and/or Shorts annually, and on an as needed basis. The wearing of shorts will be based on management approval for the particular area.
- 18.2.2 Other uniform items (such as promotional items) may be available from time to time.
- 18.3 The following items of work equipment may be provided by the Company, and will be worn as outlined below:
- a) SHOE/BOOT COVERINGS – When entering a customer's premises, these coverings must be worn to avoid soiling the customer's premises.

b) UNIFORM COVERALLS - When needed to prevent their uniforms from becoming soiled or damaged, or when required for safety purposes, employees should utilize coveralls over their uniform clothing. Keeping uniforms clean by the use of coveralls serves the goals of keeping uniforms clean and neat and of not soiling customers' premises.

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

18.5 Uniforms shall be worn so as to have a consistent appearance throughout the workforce and may not be altered in any way by employees.

18.6 At the option of individual employees, shirts may include identification of the CWA on the shirt sleeve.

Article 19. Force Adjustment

19.1 Reduction in Work Time

19.1.1 Whenever conditions at any reporting location require a reduction in forces through lay-off or part-timing in one or more title classifications, such reductions shall be in accordance with the following:

19.1.1.1 The Company will notify the Union at least two weeks in advance before proceeding to lay-off or part-time regular full-time employees with less than one year seniority. Such lay-offs shall proceed by order of inverse seniority within each reporting location, department and title classification.

19.1.1.2 At Company request the Union will meet with the Company to develop a proposed plan. Or, at Union request, the Company will meet with the Union to review the Company's submitted plan for the purpose of negotiating changes or modifications. If agreement as to a final plan cannot be achieved within 15 days following notification to the Union, or during any mutually agreed extension thereof, then further lay-offs shall be affected to the extent needed in order of inverse seniority by reporting location, department and title classification.

19.1.1.3 Initially, lay-offs shall be made in the following order to the extent needed within each reporting location, department and title classification.

19.1.1.4 Occasional, temporary, and/or term employees.

19.1.1.5 Probationary employees

19.1.1.6 Regular part-time employees.

19.2 Transfer in Lieu of Layoff

19.2.1 Employees shall be offered the opportunity to fill vacancies for which they are qualified in other reporting locations in the same title classification or another title classification on the same wage schedule. The filling of such vacancies shall be in order of seniority.

19.2.2 In the event that there are not enough volunteers, the Company may assign employees in the surplus reporting location and classification to vacancies in the same classification within a radius of 25 miles from his/her current reporting location. Such assignments will be made on the basis of inverse seniority.

19.2.3 Any remaining excess forces will be considered to be those employees of least seniority in the title classification affected at the reporting location determined to have surplus. These employees shall be offered opportunities for bumping as prescribed in this Article 19.

19.3 Bumping Rights

- 19.3.1 An employee with one or more years of seniority who is notified that, through force reduction, employment cannot be continued in the present job, shall have bump rights. Bumping may be to a job within the bargaining unit of his/her respective Division in the same title classification but in another location, or to a job in another title classification. In the latter instance, the employee must have previously performed the same job satisfactorily within the Company, can still perform it satisfactorily, and the job is held by a less senior employee. An employee may bump to another title classification within the bargaining unit of his/her respective Division, not previously held within the Company, but which job he/she may be qualified to perform by previous experience and training. An employee may bump to a job on a higher wage schedule with authorization of management.
- 19.3.2 The employee must possess sufficient qualifications, in accordance with Company standards in effect at the time of requested bump, so that the alternate job can be performed with minimum additional training. The Company shall decide whether qualifications are adequate.
- 19.3.2.1 In the application of rights under this Section, employees may exercise their options within the bargaining unit of his/her respective division based on their seniority.
- 19.3.3 For the purpose of this Article, seniority may be modified in instances of limited experience in the present title classification.
- 19.3.3.1 An employee can exercise his/her full Company seniority only after he/she has two or more years work time spent at his/her job classification.
- 19.3.3.2 When an employee is downgraded to a lower classification through this modification, the period of work time spent at the higher classification shall be added to any time previously worked at the lower classification to establish the employee's seniority status.
- 19.3.4 When an employee exercises an option under Section 19.3 requiring relocation to another reporting location, the Company may select the reporting location where operating factors

become a matter for consideration. Costs of moving to the new reporting location will be assumed by the employee.

- 19.3.5 When an employee has exhausted bump rights, the employee shall have five working days after notification before being laid off.
- 19.3.6 An employee desiring not to exercise options available under Section 19.3 does not prejudice his/her rights for recall from lay-off under the provisions of Section 19.4.2 of this Article.
- 19.3.7 For purposes of this Article, employees absent from active employment by reason of disability and/or leave-of-absence shall be treated as follows:
 - 19.3.7.1 When sufficient seniority exists to retain employment, the employee's status shall remain unchanged.
 - 19.3.7.2 When sufficient seniority exists to retain employment, the employee shall be subject to lay-off in the same manner as though actively at work.

19.4 Recall/Retransfer

- 19.4.1 When additions to the work force are required reinstatement shall be offered in the order of seniority to the extent that the individual can do the work.
 - 19.4.1.1 Employees who have been assigned to a vacancy or bumped in lieu of layoff to a classification or location other than that which they left, shall be returned to their previous classification and location, if they so desire, at the earliest opportunity. When an offer of retransfer has been made the employee shall accept within one week of receipt of such notice and shall report for duty within two weeks of the date such retransfer is offered. This right of retransfer shall not exceed two years and apply only to the original job classification. Should the employee refuse retransfer, all retransfer rights are terminated. This provision supersedes Article 15, of this Agreement.
- 19.4.2 The Company will integrate, by seniority, laid off employees who submit self-nominations along with the list of other self-nom candidates for all future vacancies. (It will be the laid off employees' responsibility to submit a self-nomination form for any job they wish to be considered.) All employees, both active and laid off, will thus be considered on a seniority basis

provided they are qualified to perform the job. It is presumed that an employee will automatically be considered qualified if they previously held the job unless a substantial technological change has occurred. This process may only be utilized in accordance with Section 19.4.5 from the employee's layoff date. If the employee refuses to return to work when offered a job through the self-nomination process, the employee shall be terminated and the Company is under no obligation to offer any other position.

19.4.2.1 Employment with the Company in an occasional, temporary, term, or seasonal status during the period of lay-off may be accepted without alteration of the meaning and intent of rights to recall from lay-off as provided for within this Agreement.

19.4.3 Laid off employees shall be offered reinstatement before new employees are engaged.

19.4.3.1 Employees who have been laid off must keep the Company informed of the address at which they can be reached. Any offer of reemployment shall be made in person and/or by registered mail addressed to the latest address so furnished. When an offer of reemployment has been made, the former employee shall accept within one week of receipt of such notice and shall report to duty within two weeks of the date such reemployment is offered.

19.4.3.2 Failure to comply with the time limits set forth above, or failure to keep the Company informed concerning latest correct address, shall result in forfeiture of all further rights and shall be deemed to be a termination of further reemployment rights with the Company. Exception shall be extended when temporary personal disability prevents acceptance of offered reinstatement.

19.4.4 Laid off employees, upon re-engagement under the provisions and circumstances of this Article 19 shall be granted the accredited service and seniority to which they were entitled at the date of lay-off in accordance with the following limitations:

19.4.4.1 If seniority is less than one year, re-engagement must occur within one year after the date of lay-off.

19.4.4.2 If seniority is one year but less than five years, re-engagement must occur within two years.

19.4.4.3 If seniority is five years or more, re-engagement must occur within three years.

19.5 Termination Pay

19.5.1 Regular employees with two or more years of accredited service who suffer loss of immediate employment through layoff by reduction of forces due to force surplus, will be paid a termination allowance based on accredited service and basic wage rate at the time of layoff. Computation of termination allowance will be on the basis of one week (40 hours) for each year of accredited service.

19.5.1.1 Payments to parttime employees who are parttimed by reason of Company convenience will be prorated according to the employee's normal work week.

19.5.2 Termination allowance normally will be paid on a weekly basis for the hours equivalent to the employee's regular work week to the extent of the total allowance granted. Lump sum payment will be made only wherein it becomes conditional upon such payment that the employee's services are terminated and no further obligation rests upon the Company with respect to that employee.

19.5.2.1 Termination payments made will be exclusive of earned vacation payments to which the employee may be entitled.

19.5.2.2 Whenever any employee who has been paid termination allowance is subsequently reemployed and is again terminated, termination allowance in the instance of the second, or subsequent, termination will be computed on the basis of total accredited service less payments previously received.

19.5.3 Termination allowance will be paid in accordance with the Section 19.5.1 to regular employees who are involuntarily retired under circumstances of insufficient accredited service for pension benefits.

19.5.4 No termination allowance shall be due to an employee in any case where termination is the result of (a) voluntary or involuntary retirement on pension or (b) death, or (c) termination for transfer between companies, or (d) resignation or quit by the employee, or (e) dismissed for cause, or (f) as a result of any sale or other disposition by the Company of the exchange at which the employee is working or at which he/she is assigned to

work out of, when the employee concerned is continued in the employment of the Company or of the new management of the exchange.

19.5.5 No termination allowance shall be due any eligible employee who fails or refuses to accept transfer within the same exchange area, or to any other area within the Company without good cause demonstrated. (Good cause demonstrated includes refusal to accept transfer to a parttime job by a regular fulltime employee having held a job eliminated by technological change.)

19.5.5.1 If such offer for transfer be made when the employee is receiving termination allowance payments, such payments will be immediately discontinued.

19.5.5.2 An employee who disqualifies himself for termination allowance by refusal of reasonable transfer opportunity, will be treated as waiving all further rights to reemployment and to eligibility for termination allowance payments.

Article 20. Wisconsin Seasonal Worker Program

20.1 Recall Rights

20.1.1 Based on work load requirements, Seasonal Workers, after working two (2) consecutive seasons, totaling six (6) months of service shall be recalled prior to hiring new Seasonal Workers.

20.2 Address

20.2.1 Seasonal Workers must keep the Company informed of the address at which they can be reached. The Company is not obligated to go beyond the address last given by the employee.

20.3 Bad Weather

20.3.1 If the Seasonal Worker is excused at the start of the tour due to bad weather, the employee will receive a two (2) hour "show-up" pay. If the Seasonal Worker is excused after thirty (30) minutes of the start of the tour, the minimum payment will be four (4) hours.

Article 21. Contract Labor

21.1 Contracting Out Work

21.1.1 Nothing in this Agreement shall be construed to limit the Company in the employment of such contract labor as may become necessary for the proper construction, installations, and maintaining of the communications facilities owned, serviced and/or operated by the Company for the rendition of proper and adequate communication service to the public. However, the Company shall not enter into any contractual arrangement for the construction, installation and maintenance of plant facilities as may result in the layoff or parttiming of those employees customarily performing work of the same nature as that to be provided under the contractual arrangement.

21.2 Notification

21.2.1 The Company will notify the Union once a month of the current utilization of contractors.

Article 22. Holidays

22.1 Recognition

22.1.1 Holidays. The following days are recognized as holidays for regular employees:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Seven (7) Personal Days

Retail Store employees will recognize an eighth (8th) Personal Day in lieu of the Day after Thanksgiving holiday.

Effective January 1, 2012, employees in the Assignment Center, the After Hours Repair Center, the Business Call Center, and the Residential Call Center will recognize an eighth (8th) Personal Day in lieu of the Day after Thanksgiving holiday.

The Company will allow as many employees as possible to schedule December 24th and Martin Luther King Day as a Personal Day and still maintain appropriate service levels.

During the calendar year in which an employee completes his/her probationary period, the number of Personal Days available to the employee will be based upon the quarter in which the employee completes his/her probationary period, as noted below. With supervisory approval, newly hired employees may be permitted to utilize personal days prior to the completion of their probationary period. Should an employee terminate from the Company for any reason prior to the completion of their probationary period, the Company will recoup any payments made to the employee for personal days that were utilized during the probationary period.

Quarter in Which Employee Completes Probationary Period	Personal Days Available Upon Completion of Probationary Period
First Quarter	7
Second Quarter	5
Third Quarter	4
Fourth Quarter	3

- 22.1.2 An employee may select any seven (7) days within the calendar year to observe his/her Personal Days. Personal Days may be taken during any of the 12 months of the year. The employee will give at least 30 days' notice to his/her supervisor in advance of each of the days on which he/she intends to observe as a Personal Day. Such time limit may be waived by supervisory approval. If an employee selects a day to observe as a Personal Day which, because of work requirements, would not be available, or if two or more employees in the same work group select the same day, the employees will choose an alternate available day in order of seniority. An employee's Personal Days must be taken prior to December 31.

- 22.1.2.1 By September 1st management shall post by seniority a list of employees' unused Personal Days and the remaining dates available for selection of Personal Days. Between September 1st and October 1st of each calendar year, employees should schedule any unused Personal Day(s). If management and the Union agree that a problem exists that will not allow reasonable time for each employee to make their selection then the problem will be resolved between the Local Union President and the Company (departmental manager) in an expedient manner.
- 22.1.2.2 With supervisory approval, an employee may take up to three (3) Personal Days in four (4) hour increments. Two (2) of the seven (7) Personal Days may be taken in two (2) hour increments.
- 22.1.3 Holiday on Sunday. Whenever a holiday falls on a Sunday the following Monday shall be treated as the holiday.
- 22.1.4 Holiday on Saturday. Whenever a recognized holiday falls on a Saturday, the preceding Friday shall be observed as the holiday except for those employees formally scheduled to work on Saturday shall observe Saturday as the holiday.

22.2 Holiday Payment

- 22.2.1 Insofar as telephone service to the public and work requirements permit, regular employees shall be excused from 'scheduled work with payment of holiday allowance at the basic wage rate if the employee meets attendance requirements set forth herein.
 - 22.2.1.1 Occasional employees shall not be eligible for holiday pay allowance.
 - 22.2.1.2 Probationary and Temporary employees shall not be eligible for holiday allowance.
 - 22.2.1.3 Holiday allowance for part-time employees will be computed by dividing the total number of hours worked by each such employee during a representative week by five. The result will be the number of hours of holiday allowance that each such employee shall receive for the holiday, not to exceed eight.

22.2.2 When a holiday falls on the employee's regularly scheduled day off, such employee shall be scheduled one other day off at the basic rate of pay during the same calendar week or mutually agreeable day in a subsequent calendar week, provided the employee meets the attendance requirements of Section 22.3, below.

22.3 Absence

22.3.1 Holiday allowance will not be paid when an employee is absent without authorization during the last scheduled tour before or the first scheduled tour after the holiday.

22.3.1.1 For purposes of Section 22.3.1, the following absences from a scheduled tour will be considered authorized:

- a) Absence due to an industrial injury.
- b) Absence for Union business to attend a joint Company-Union meeting.
- c) Tardiness of less than one-half hour.
- d) Paid bereavement time.
- e) Absence while an employee is engaged in jury duty.
- f) Excused absence with the approval of the supervisor (provided the employee has reported to work).

22.3.2 The intent of this qualification is that employees who would otherwise be absent without pay may not overcome the effect of the absence solely through Holiday recognition.

22.4 Overtime Computation

22.4.1 Employees who are excused with pay on the holiday will be credited with the equivalent as time worked on the holiday for purposes of computing overtime.

22.5 Premium Payments

22.5.1 Whenever any regular employee works on a recognized holiday payment shall consist of the equivalent of holiday allowance plus one-half times the basic hourly rate, inclusive of differentials, when applicable. Additionally, the night premium will be paid during the hours worked for which such payment is specified.

22.5.2 Time worked in excess of eight hours on a holiday shall be compensated as overtime computed at double-time.

- 22.5.3 The minimum compensation for work performed on a holiday shall be three hours at the straight-time rate plus holiday premium.
- 22.5.4 For purposes of this Article 22, a holiday tour shall be construed as a tour of the majority of which falls on a holiday. Only one scheduled tour shall be considered as a holiday tour.

Article 23: Vacations

23.1 Vacation Eligibility

- 23.1.1 The annual vacation eligibility period will be January 1st of each calendar year.
- 23.1.2 Annual vacations with pay at the basic hourly rate for regular employees shall be granted in accordance with the following schedule.
 - 23.1.2.1 Two Weeks. When accredited service is one (1) year or more, all regular employees shall be entitled to vacation time off of two weeks.
 - 23.1.2.2 Three Weeks. When accredited service is five (5) years or more all regular employees shall be entitled to vacation time off of three weeks.
 - 23.1.2.3 Four Weeks. When accredited service is fifteen years or more, all regular employees shall be entitled to vacation time off of four weeks.
 - 23.1.2.4 Five Weeks. When accredited service is twentyfive years or more, all regular employees shall be entitled to vacation time off of five weeks.
- 23.1.3 Regular parttime employees will be eligible for vacations according to computed accredited service. Vacation payment will be computed on the basis of the average hours worked during a previous representative 12 weeks.

23.2 Holidays

- 23.2.1 If a holiday occurs within a vacation period on an employee's otherwise formally scheduled tour of duty, the holiday shall not be counted as part of the vacation but an additional vacation day off with appropriate pay allowance shall be granted. The additional day off, however, must be taken at a convenient time agreeable to the Company within the period of thirty days prior to or thirty days following the vacation period, but not after December 31 of the vacation year. As an option the employee may be granted with supervisory approval an extra regular day's pay at the regular straighttime rate.

23.3 Calendar Week

- 23.3.1 Vacation time off shall be on the basis of full calendar week and shall not extend beyond December 31, except as specified in Section 23.4.4 and 23.5.

23.4 Vacation Scheduling

- 23.4.1 The scheduling and granting of vacations will be permitted in advance of the employee's completion of the required years of accredited service i.e. for years 1, 5, 15, and 25. Should an employee be permitted to use this privilege and later fail to meet the accredited service requirements, the Company may recover the difference from the wages due the employee.
- 23.4.2 Seniority shall govern in the choice of available vacation periods allotted according to telephone service requirements. Any necessary changes made by the Company from originally scheduled vacation shall not result in loss of vacation benefits; the vacation then shall be rescheduled at a mutually satisfactory alternate period during the same year or during the succeeding year if the vacation would otherwise be unattainable.
- 23.4.2.1 Employees entitled to three (3) or more weeks of vacation may with supervisory approval receive straight-time pay in one week increments in lieu of taking one week's vacation during the vacation year.
- 23.4.2.2 Employees generally may not elect to remain on duty for the purpose of accumulating vacation time off to be carried over to another year. Where an employee, due to circumstances beyond the employee's control (for example: serious disability, family crisis, business need, etc.), is both unable to use his or her scheduled

vacation during a calendar year and unable to reschedule such time within the same calendar year, the employee will be permitted to defer the unused vacation into the first (1st) quarter of the following calendar year.

23.4.2.3 An employee shall not generally be recalled to duty by the Company during his/her vacation. However, if compelling circumstances should necessitate such action, the employee shall be reimbursed for out-of-pocket expense connected with recall and shall receive the remainder of his/her vacation at a mutually acceptable later date.

23.4.3 For the purpose of administering the provisions of this section, seniority as a determining factor in the selection time off shall be effectuated prior to December 31 of the preceding vacation year. The Company will commence solicitation of employees' expressions of desired vacation time off at least 60 days prior to December 31 of the preceding vacation year. After December 31, seniority will be applicable only in the selection of available and vacated scheduled vacation periods that exist after December 31.

23.4.4 Employees may schedule vacations the last week of December, such vacation to be applied only to that year ending. The holiday which falls within that week (New Year's Day) will be taken in accordance with Section 23.2.

23.5 Day-at-a-time Vacation

23.5.1 Employees are permitted to take two weeks of their vacation on a day-at-a-time basis with the following restrictions:

23.5.1.1 Employees must be eligible for two (2) weeks vacation before vacation on a day-at-a-time basis may be taken.

23.5.1.2 Employees must elect to take one or two weeks vacation on a day-at-a-time basis at the time the vacation schedules are chosen.

23.5.1.3 Employees must notify and receive approval by their supervisor at least **five (5) calendar days** prior to changing a day of vacation. The supervisor may waive this requirement.

- 23.5.1.4 A day of vacation shall not be scheduled in conjunction with a holiday. Also, the last workday preceding or the first day following a holiday will not be scheduled as a vacation day. The supervisor may waive this requirement.
 - 23.5.1.5 In selection of day-at-a-time vacation, weeks vacation shall have precedence over day-at-a-time vacation selection.
 - 23.5.1.6 Day-at-a-time vacation may be deferred to the next vacation year in accordance with Section 23.4.2.2 and subject to the restrictions under Section 23.5.1.
- 23.5.2 With supervisor approval, an eligible employee may take up to two (2) of the day-at-a-time vacation days provided for in Section 23.5.1 in four (4) hour increments, subject to the following additional restrictions:
- 23.5.2.1 Employees must be eligible for three (3) weeks vacation before the employee may schedule day-at-a-time vacation days in four (4) hour increments.
 - 23.5.2.2 Eligible employees must elect to take any day-at-a-time vacation days in four (4) hour increments at the time the vacation schedules are chosen, after all eligible employees in the vacation scheduling group have scheduled full day-at-a-time vacation days. Full day-at-a-time vacation days, once scheduled, cannot be utilized in four (4) hour increments.
 - 23.5.2.3 All day-at-a-time vacation days in four (4) hour increments must be scheduled by September 1 of the calendar year. To the extent they are not, the process for scheduling unused Personal Days provided for in Article 22, Section 22.1.2.1, will also apply to the scheduling of any remaining unscheduled day-at-a-time vacation days in four (4) hour increments.

23.6 Resignations

- 23.6.1 An employee who resigns, retires, is part of a work force reduction, is approved for a leave of absence or is separated from the Company on or after January 1st of any given calendar year, and works at least one day in the new calendar year, shall receive payment for unused vacation that would normally be scheduled during that calendar year.

23.7 Absence

- 23.7.1 An employee's vacation period will not be changed because of illness, accident, or death in the immediate family, or for any other eligible paid absent time which occurs after a vacation has begun.
- 23.7.2 An employee who suffers illness disability prior to the start of vacation time off may exercise any of the following options.
- 23.7.2.1 The vacation time may be taken as an offset against time waiting period and period of full Benefit Payment under the Company's Disability Benefit Plan.
- 23.7.2.2 The scheduled vacation time may be vacated for reassignment within the same year.
- 23.7.3 An employee who suffers illness disability during vacation time off shall be considered as being on vacation for the full week during which the disability occurs. Any remaining vacation time may be applied as an offset against the waiting period and full Disability Benefits under the Company's Disability Benefit Plan. Otherwise, the waiting period commences with the first day on which the employee would normally report back to work.

23.8 Vacation – Overtime Computation

- 23.8.1 Employees who are excused with pay while on vacation will be credited with the equivalent as time worked for purposes of computing overtime. (Reference Article 13.8 for treatment of tenhour day, fourday work week.)

23.9 Banked Vacation

- 23.9.1 Effective January 1, 2014, there shall be no banking of vacations.
- 23.9.2 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, day at a time vacation have been selected during the normal vacation selection process.

23.9.3 Any unused banked vacation shall be treated as follows:

23.9.3.1 An employee with eighty hours or less of banked vacation shall be able to cash out the banked vacation at any time during the life of this agreement.

23.9.3.2 Employees with more than 80 hours may cash out up to the greater of:
 a. 25% of their banked vacation or
 b. up to 80 hours in any calendar year during the life of this agreement.

23.9.3.3 All employees must have cashed out/used at least 50% of their banked vacation (which they accrued through December 31, 2013) by the end of this agreement.

23.9.3.4 An employee with more than 30 years of service as of July 1, 2013 shall not be subject to Section 9.2 and Section 9.3 of this Article and may retain all banked vacation until retirement.

Article 24. Short Term Disability Benefits

24.1 Sickness Benefits

24.1.1 Regular full-time employees with one (1) or more years of accredited service shall be allowed disability payments at basic rates for scheduled work days absent from duty when incapacitated by illness or physical illness or physical injury in accordance with the following schedule:

<u>Accredited Service</u>	<u>Number of Days or Weeks Allowed</u>	<u>Payment Starts On</u>
Less than 1 year	No payment	
1 year, but less than 5 years	4 weeks full pay 13 weeks half pay	Fourth consecutive scheduled day absent
5 years, but less than 10 years	13 weeks full pay 13 weeks half pay	Third consecutive scheduled day absent
	13 weeks full pay	Third consecutive

10 years, but less than 15 years	13 weeks half pay	scheduled day absent
15 years but less than 20 years	20 weeks full pay 6 weeks half pay	Second consecutive Scheduled day absent
20 years or over	26 weeks full pay 0 weeks half pay	Second consecutive scheduled day absent

24.1.1.1 Employees must utilize banked vacation, if any, to receive pay for waiting days. If an individual employee does not have banked vacation available, the employee may, with supervisory approval, elect to offset unpaid waiting days by using earned day-at-a-time vacation and/or Personal Day(s).

24.1.1.2 The entire waiting period will be waived if the employee is hospitalized on the first scheduled day of absence or the employee has a surgical procedure in an outpatient surgical facility or hospital when the employee provides documentation of the surgical procedure performed.

24.1.1.3 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 Article 25.

24.1.1.4 When Short Term Disability benefits are exhausted and an employee is unable to return to work, the employee may apply for:

24.1.1.4.1 Long Term Disability Benefits as specified in Article 25; and/or,

24.1.2.4.2 A leave of absence to maintain his or her employment.

24.1.2 Employees with absence beyond three (3) consecutive scheduled work days must notify the **Frontier** Short Term Disability Administrator immediately. Failure to do so may result in denial of Short Term Disability Benefits.

24.2 Restoration of Benefits

24.2.1 Successive periods of Short Term Disability shall be counted together as one (1) period in computing the period during which

the employee shall be entitled to benefits, except that any personal sickness/injury occurring after an employee has been continuously engaged in the performance of duty for thirteen (13) weeks shall be considered as a new sickness/injury and not a part of any disability which preceded such period of thirteen (13) weeks.

24.3 Offsets

24.3.1 An employee may elect with supervisory approval to offset scheduled lost time through sickness (includes off-the-job injury) disability by using earned day-at-a-time vacation and/or Personal Day(s).

24.4 Eligibility for Mental/Emotional Illness

24.4.1 Work time lost when hospitalized (or participating in intense out-patient therapy approved in advance by the Company) by a qualified physician for mental or emotional illness (and for drug addiction and alcoholism) is included provided the hospital (or intense out-patient therapy) is recognized as qualified under the Company's basic hospitalization insurance plan. Exceptions such as hospitalization in a Veteran's hospital will be decided by the Company in line with the aforesaid intention.

24.4.1.1 No right to benefits under this article shall exist in the case of disability without hospitalization, or intensive out-patient therapy, unless the disability (including a recuperative period after hospitalization, if any) is determined by a licensed psychiatrist.

24.5 Administration

24.5.1 An employee's length of service as of the first day of absence determines the length of time for which benefits will be paid during that absence.

24.5.2 Pay for the purpose of determining disability benefits shall be computed at the employee's basic wage rate not including differentials, premiums or overtime.

24.5.3 An employee who is required to be absent from work or who finds it necessary to leave work due to illness will be required to report to the employee's immediate supervisor at the beginning of such absence.

24.6 Recovery of Wages

- 24.6.1 In the event an employee receives a recovery for lost wages from a third party, the Company shall have a lien on the proceeds of any recovery from the third party, after the deductions of reasonable and necessary expenditures, including attorney's fees, to the extent of the total amount of the disability benefits paid by this Plan.

Article 25. Long Term Disability

- 25.1 Effective January 1, 2014, the Company will offer a Company-paid Long Term Disability ("LTD") benefit to all regular full-time employees with one (1) or more year(s) of service.
- 25.2 Employees must meet all eligibility requirements under the LTD plan in order to qualify for LTD benefits.
- 25.3 Approved LTD benefits may commence after the 180-day Short Term Disability period provided for in Article 24 and will continue as long as the employee meets the definition of disability under the LTD plan or normal retirement age.
- 25.4 During the first six (6) months of LTD benefits coverage, employees will maintain the right to be reinstated to the position the employee held on the date of disability (inclusive of the 180-day Short Term Disability period) upon "recovery" or, if medically restricted, to any available position consistent with the employee's restrictions and qualifications.
- 25.5 **Through December 31, 2017**, the LTD plan will pay monthly benefits for approved LTD absences at 50% of the employee's basic monthly earnings for the first six months of LTD, and after the first six months of LTD 50% of the employee's basic monthly earnings up to a maximum of \$2,083 per month.

Effective January 1, 2018, the LTD plan will pay monthly benefits for approved LTD absences at 50% of the employee's basic monthly earnings up to a maximum of \$2,083 per month.

- 25.5.1 Monthly benefits will be coordinated and reduced, in accordance with the LTD plan, 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, etc.), and any other plan which provides income benefits.

- 25.6 When an employee is receiving benefits under the Company's LTD plan, he/she shall have the same level of medical, dental and vision insurance benefits continued for the period of the leave or up to 29 months from the date of disability (inclusive of the 180-day Short Term Disability period), whichever is less, as a "bridge" to Medicare or COBRA.
- 25.6.1 Such employee will make premium contributions at the same level as active employees are at the time.
- 25.6.2 Continued medical, dental and vision insurance benefits coverage is dependent upon the employee's LTD status remaining "approved".
- 25.7 The amount and availability of benefits under the LTD Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the LTD Plan, selection of the insurance carrier, eligibility for the benefits, cost of coverage, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in Article 11 and Article 12.

Article 26: Industrial Accidents and Worker Compensation

26.1 Accident Disability

- 26.1.1 In cases of physical disability to work resulting from compensable accidental injuries while on the job, the Company will augment the payments the employee receives through Workers' Compensation in the following manner:
- 26.1.1.1 For a period of thirteen weeks' absence resulting from any one such accident, the Company will pay the difference, if any, between the amount received from Workers' Compensation and 90 % of his/her regular pay.
- 26.1.1.2 For the next thirtynine weeks of absence due to the same accident, the Company will pay the employee the difference between the amount received from Workers' Compensation and onehalf of his/her regular pay.
- 26.1.2 The payments mentioned above shall be made on the employee's normal payday.

Article 27: Authorized Absence

27.1 Civic Responsibility

- 27.1.1 After 90 days from date of hire an employee shall be paid at the basic wage rate for excused time off during the formally scheduled work day because of jury duty. Employees engaged in jury duty shall, while temporarily excused from attendance in court, report for scheduled duties during scheduled time.
- 27.1.2 Any employee shall be paid at the basic wage rate for excused time off during the formally scheduled work day because of appearance before constituted authorities on behalf of the Company.
- 27.1.3 Other appearances before constituted authorities by regular employees may be permitted without loss of basic pay if the reasons therefore are satisfactory to the Company.
- 27.1.4 When an employee is notified by the Company 14 days in advance of an election that he/she will be away from his/her customary reporting location the day of the election, he/she must vote an absentee ballot. Any employee with less than 14 days notice shall be returned to the home reporting location for participation in voting at public polls upon request entered reasonably in advance. Such transportation shall be on paid Company time, but actual voting shall be accomplished on the employee's personal time.

27.2 Bereavement Time

- 27.2.1 After 90 days from date of hire employees shall be granted excused time to be based on the circumstances in each case by reason of making arrangements for, or attending, a funeral in the immediate family. Compensation shall be at the basic hourly rate for normal scheduled work hours actually lost but shall not exceed three (3) basic days' pay. This shall be only applicable through a period starting with the day of death and including the day following interment. The employee shall select the day or days within this funeral period. The immediate family shall be considered as the employee's father and mother (or equivalent thereof), fatherinlaw, motherinlaw, brother, sister, spouse or domestic partner, children, son-in-law, daughter-in-law, grandchildren, grandparents and great grandparents. Immediate family shall also include the employee's brotherinlaw, sisterinlaw, aunt and uncle provided however, that payment hereunder shall be applicable only for the day of the funeral.

27.3 Personal

- 27.3.1 An employee with six (6) months or more of service who is required to leave work due to illness after having worked at least two hours of a regularly assigned session will be paid full wages for that session provided the absence is substantiated by a doctor's statement. If an employee does not work at least two hours of a session, the employee will be paid for hours worked and the remainder of the employee's scheduled tour will be subject to paid benefits or waiting periods as set forth in Article 24.
- 27.3.2 When the Company requires a visit to the Company doctor, an employee will be excused from regular duty without loss of regular pay.

27.4 Leaves of Absence

- 27.4.1 Reasons for granting a leave of absence shall be for urgent and compelling personal reasons.
- 27.4.2 Authorized, informal leaves of absence (furloughs) shall not be deducted from an employee's accredited service.
- 27.4.3 Authorized leaves of absence may be partly or wholly deducted in computing an employee's accredited service.

Article 28: Group Insurance Benefits

28.1 Medical Plan

28.1.1 Eligibility for Coverage: Regular Full-time Employees will be eligible for coverage in the Group Medical Plan after ninety (90) days from date of hire or when the employee enrolls whichever is later. This requirement will be waived for employees returning to work the following year.

28.1.2 Medical Plan Premium Contributions. The Company and employees will share the premium costs for the employee Group Medical Plan. The term Group Medical Plan does not refer to or include Health Maintenance Organizations. Contributions to Health Maintenance Organizations will be made in accordance with law.

28.1.2.1 Regular Full-time Employees: the employee share of the monthly Group Medical plan premium cost for the level of coverage selected by Regular Full-time Employees will be as follows:

<u>Effective Beginning in</u> Plan Year	Employee Contribution <small>(Note-Employee medical contributions are deducted on a pre-tax basis to the extent allowed under federal/state tax laws)</small>	Maximum Employee Monthly Contribution (CAP)
2017	12%	Employee –\$109.41 EE+1 – \$212.56 Family - \$299.00
2018	13%	Employee – \$113.81 EE+1 – \$221.14 Family - \$312.00
2019	14%	Employee –\$128.23 EE+1 – \$249.15 Family - \$351.52
2020	15%	Employee – \$143.62 EE+1 – \$279.05 Family - \$393.70
2021	16%	Not Applicable

In the event that the dollar amount of the employee’s share of the premium during 2017, **2018, 2019, and 2020**, (12% **13%, 14% and 15%** respectively) exceeds the maximum monthly employee contribution shown above (for the coverage level chosen), the employee monthly premium contribution will be “capped” at the maximum employee contribution per month shown above (for the coverage level chosen), and the dollar

amount in excess of the maximum monthly employee contribution per month will be paid by the Company.

28.1.2.2 Non-negotiated Medical Plan Premium Contributions:
To the extent (if any) that the Company chooses to offer a separate, non-negotiated alternative medical plan or plans and an eligible employee chooses to participate in a non-negotiated plan in lieu of the Group Medical Plan, the Company contribution toward the non-negotiated medical plan premium cost for the level of coverage selected by the employee shall not exceed the equivalent of the Company contribution toward the Group Medical Plan premium cost for the same level of coverage. The employee is responsible for any premium cost above and beyond the Company contribution for the Group Medical Plan.

28.1.2.3 Tobacco User Premium: Effective January 1, 2014, Regular Full-time Employees and/or covered spouses/domestic partners who are enrolled in a Medical Plan and who use tobacco will also pay a supplemental tobacco user premium equal to 10% of the premium cost for single coverage in the medical plan in which the employee has enrolled.

28.1.2.4 Survivor Continuation of Medical Coverage:
Effective September 22, 2017, eligible surviving spouses, dependents and Registered Domestic Partners (RDPs) of an active employee who participated in the Company-sponsored Group Medical Plan shall be provided with continuation of coverage under the Group Medical Plan for three (3) months following the death of the active employee. Surviving spouses, dependents, and RDPs receiving such continuation of coverage will be responsible for payment of the employee's Medical Plan premium contributions for the selected level of coverage on the same basis as an active employee.

28.1.2.5 When used herein, the term "premium" shall also mean "premium equivalent" in the case of plans that are self-funded.

28.1.3 Medical Plan Levels of Coverage (Enrollment Tiers)

- 28.1.3.1 The Group Medical Plan will include three (3) levels of coverage:
 - 1. Employee
 - 2. Employee + One
 - 3. Family

- 28.1.4 Medical Plan Opt Out Credit: **Through December 31, 2017**, in situations where an employee elects not to enroll himself/herself and his/her eligible dependents in the sponsored Group Medical Plan or any other non-negotiated alternative medical plan offered by the Company, the employee is eligible for an annual “opt out” credit of seven hundred dollars (\$700).
 - 28.1.4.1 This opt out credit may be prorated and given to the employee over twelve (12) months on his/her bi-weekly paycheck.
 - 28.1.4.2 In order to be eligible for this credit, the employee will be required to provide satisfactory evidence of medical coverage upon request.

- 28.1.5 Medical Plan Spousal Surcharge: In situations where an employee elects to cover his/her spouse in the sponsored Group Medical Plan or any other non-negotiated alternative medical plan offered by the Company AND the spouse is also eligible for medical coverage from his/her employer but does not enroll in such coverage, a \$40 per month “spousal surcharge” will apply.
 - 28.1.5.1 This spousal surcharge may be prorated and deducted from the employee’s bi-weekly paycheck.
 - 28.1.5.2 The spousal surcharge shall not apply:
 - a. In a plan year in which the spouse’s gross base wage rate on an annualized basis as of the previous July 1 from his/her employer who provides such medical coverage is \$25,000 or less; or,
 - b. If the spouse’s annual individual premium contributions would be \$900 or more under his/her employer’s plan.
 - 28.1.5.3 In situations where both the employee and the spouse are eligible for enrollment in a Frontier medical plan based upon their employment status:

- a. The spousal surcharge shall not apply if both spouses are union-represented Frontier employees.
- b. The spousal surcharge shall apply if one spouse is a union-represented Frontier employee and one spouse is eligible for Frontier management medical options and coverage under the union-represented employee medical option is elected for the spouse who is eligible for Frontier management medical options.

28.1.6 The Group Medical Plan consists of the sponsored Medical Plan operating within the Company's geographical operation areas, as made available by the Company to its regular full-time and (through December 31, 2013) regular part-time employees through authorized payroll deductions.

28.1.7 Effective January 1, 2018, employees who participate in a Frontier Anthem Medical Plan will receive a seventy-five dollar (\$75) Wellness Credit rebate incentive to be included in their paycheck upon completion of an annual physical exam, including biometric measurements.

28.1.7.1 The employee and their spouse are eligible for the Wellness Credit rebate. Total payment shall not exceed one hundred fifty dollars (\$150) per calendar year.

28.2 Dental Plan

28.2.1 Eligibility for Coverage: Dental Insurance will be available to eligible employees and the enrollment will be an independent offering from the Group Medical Plan. Regular Full-time Employees will be eligible for dental coverage after ninety (90) days from date of hire or when the employee enrolls whichever is later. This requirement will be waived for employees returning to work the following year.

28.2.2 Dental Plan Premium Contributions

28.2.2.1 Regular Full-time Employees: Effective September 24, 2013, the employee share of the Group Dental plan premium cost for the level of coverage selected by Regular Full-time Employees will be as follows:

Plan Year	Level of Coverage	Employee Contribution
2017 through 2021	All Levels of Coverage	25%

28.2.2.2 Non-negotiated Dental Plan Premium Contributions: To the extent (if any) that the Company chooses to offer a separate, non-negotiated alternative dental plan or plans and an eligible employee chooses to participate in a non-negotiated plan in lieu of the Group Dental Plan, the Company contribution toward the non-negotiated dental plan premium cost for the level of coverage selected by the employee shall not exceed the equivalent of the Company contribution toward the Group Dental Plan premium cost for the same level of coverage. The employee is responsible for any premium cost above and beyond the Company contribution for the Group Dental Plan.

28.2.3 Dental Plan Levels of Coverage (Enrollment Tiers)

28.2.3.1 The Group Dental Plan will include three (3) levels of coverage:

1. Employee
2. Employee + One
3. Family

28.3 Group Life Insurance

28.3.1 During the term of this Agreement employees may participate in the Basic Life Insurance Program in existence for bargaining unit employees. The Company provided basic life insurance will be offered to employees after ninety (90) days from date of hire. This requirement will be waived for employees returning to work the following year.

28.4 Enrollment

28.4.1 Enrollment in the Group Medical Plan, the Group Dental Plan and the Life Insurance Program will be in accordance with the usual and customary procedures of the carrier.

28.5 Carrier Changes

28.5.1 The selection of the Plan Administrator(s), the administration of the Plan(s) and all the terms and conditions relating thereto, and the resolutions if any disputes involving terms, conditions, interpretation, administration, or benefits payable shall be determined by an at the sole discretion of the Company. If the sponsored Group Medical Plan's Administrator changes during the life of the Agreement, there will be no decrease in benefits. This Agreement, and the fact of its existence, shall not stand to deter any changes in the Group Medical Plan, the Group Dental Plan, or the Group Life Insurance Program with respect to premium rates, coverage, or other related matter as initiated by the carrier in the usual or customary manner.

28.6 Disputes

28.6.1 The Group Medical Plan, Group Dental Plan and Group Life Insurance Program will be administered solely in accordance with the provisions of the Plans. In the event of any dispute involving an employee's eligibility for the premium contribution toward the Group Medical Plan premium cost, the dispute, at the request of the Union, may be a subject for grievance and/or arbitration under the procedure set forth for grievance and arbitration in the Primary Agreement. No other matters concerning the Group Medical Plan, the Group Dental Plan or the Group Life Insurance Program, or any difference arising under any of these plans, shall be subject to the grievance or arbitration procedure.

28.7 Level of Benefits

28.7.1 During the term of this Agreement, the Pension plan(s), Group Life Insurance Program, Group Dental Plan, and Group Medical Plan will remain in full force and effect as amended. The Company agrees to negotiate with the Union any changes in such plans which would decrease the benefits therein.

Article 29: Employee Discounts

29.1 Employee Discounts

29.1.1 The Company will provide Regular Employees with discounted telecommunications services and, if available, High Speed Internet or other services, in accordance with existing policies on providing employees with discounts on Company services, as those policies may be amended from time to time by the Company at the Company's discretion. Concession benefits, if provided, will only be available to employees living within the Frontier service areas.

29.2 Account Payment Irregularities

29.2.1 Employee discounts on Company services will be considered abused when an employee does not maintain his/her account in a current status. As management is made aware of an employee's delinquent account, the employee will be required to make restitution to the Company through either payment in full or approved payment arrangements. The Company reserves the right to withhold an employees' wages to reclaim monies past due.

Article 30: Military Leave Agreement

30.1 General

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

30.1.2 Application for reemployment must be made within ninety (90) days of release from active duty. If at the time of application for reemployment by an employee who has been in the military services, no vacancy exists, one may be created by discharge, layoff, transfer or demotion, and in such cases the discharge, layoff, transfer or demotion will be in inverse seniority order.

30.2 Military Reserve

30.2.1 Regular employees who attend Military Reserve Training in the U.S. Armed Forces will be paid the difference, if any, between the total pay they receive from the government for the fourteen day tour of duty and their basic wage rate plus any differentials or premiums which are “permanent in nature” for ten work-days, provided the military pay is the lower of the two. This payment will not exceed ten days in any calendar year. For the purpose of this section, “Armed Forces” shall include the Army, the Air Force, the Navy, the Marine Corps, the Coast Guard and the National Guard. Proof of pay received for reserve training must be provided to the Company.

30.3 Benefits

30.3.1 Employee benefits to those regular employees who are granted military leave of absence are as follows:

- 30.3.1.1 Group Life Insurance. Group Life Insurance for an employee will be continued by the Company for one hundred twenty (120) days after the beginning of the leave and then cancelled at the end of the one hundred twenty (120) day period. Upon reinstatement, the employee may have Group Life Insurance reinstated without a physical examination provided the employee makes application for such reinstatement within ninety (90) days after returning to work.
- 30.3.1.2 Pension Plan. An employee shall be given full service credit under the Plan for Employees’ Pensions for the term of a military leave of absence, provided, however, that such credit shall be given only if the employee is covered by the Plan for Employees’ Pensions at the time the military leave became effective.
- 30.3.1.3 Vacation. Employees who enter military service may receive a lump sum payment in lieu of vacation to which such employees were entitled at the time they leave the Company to enter military service. Upon reinstatement with the Company, vacation privileges will be reinstated and the time spent on military leave will be counted as credited service for the purposes of computing vacation eligibility.

- 30.3.1.4 Sick Leave Credit. Upon reinstatement after military leave of absence, employees will be granted the same amount of sick benefit credit they had at the time of the beginning of the leave.
- 30.3.1.5 Service Pins. Military leave of absence service will be counted as credited service for purposes of computing service pin eligibility.
- 30.3.1.6 Wages and Wage Progression. Military leave of absence service will be considered as service with the Company in the determination of credited service for purposes of scheduled wage increases or other wage purposes.
- 30.3.1.7 Seniority. An employee will accumulate net credited service for seniority during the period of military leave.

Article 31: Wage Administration

31.1 Wage Schedules

- 31.1.1 Employees covered by this Agreement shall be paid in accordance with the wage schedules attached hereto and made a part hereof.

31.2 New Employees

- 31.2.1 New employees may be employed at a wage rate commensurate with their applicable training, experience, and qualifications as determined by the Company on a wage schedule applying to the work classification in which the employee is engaged.

31.3 Wage Administration and Wage Progressions

- 31.3.1 Progression of increases within the wage schedule are to proceed according to the interval established by the "Schedule Interval". An employee is to be paid at least the start rate. An employee may be paid in excess of the maximum rate of the wage schedule for their job classification only when receiving a Certification Incentive(s) in accordance with Section 31.5. An employee's wage rate within the wage schedule is not necessarily determined by total service with the Company.
 - 31.3.1.1 "Schedule Interval" indicates the required months of service between progression wage increases.

- 31.3.1.2 Wage progression increases will be adjusted to the beginning of the nearest calendar work week.
- 31.3.1.3 Service bridging shall not alter wage progressions as determined from wage schedule service.
- 31.3.2 During the first twelve (12) months of service of an employee, an increase may be granted to recognize experience or unusual ability; after the completion of twelve (12) months of service, any proposed increase above the normal progression schedule shall be the subject of notice to the Local Union President and a conference may be requested between the Union and the Company representatives if written notice is given by the Union to the Company within fifteen (15) days.
- 31.3.3 When temporary and/or seasonal employees are rehired within twelve (12) months, wage progression intervals shall be based on accumulated straight time hours worked.

31.4 Wage Treatment Upon Reclassification

- 31.4.1 Employees reclassified to a higher wage schedule who formerly held a higher wage schedule position within twenty-four (24) months and who have the knowledge and ability to immediately perform the functions of the new position, will be compensated at the same progression interval as the formerly held position. Cases exceeding twenty-four (24) months may be waived at the Company's discretion.
- 31.4.2 Employees receiving a promotion will move to the next higher wage rate on the new schedule plus one (1) additional wage step on the new schedule. The employee's wage will then follow the new progression schedule with the date for the next wage treatment being six (6) months from the date of promotion.

If an employee has been at the top rate over six (6) months, an additional step on the new progression schedule will be granted.
- 31.4.3 If an employee is changed to another job on a lower wage schedule, the employee's rate is to be adjusted to the rate on the lower wage schedule that is the same as or immediately below the employee's current rate. Subsequent progression increases will proceed from the date of the previous progression increase.
- 31.4.4 If an employee is changed to another job on the same wage schedule, there will be no change in rate. Progression increases will proceed from the date of the previous progression increase.

- 31.4.5 An employee transferred or loaned on a temporary basis to another job that falls under another wage schedule will continue on the wage schedule of his/her regular job. Should a temporary transfer be to a job on a higher wage schedule, the employee's rate will be adjusted after one (1) consecutive hour of work to the rate on the higher wage schedule that is immediately above the employee's current rate for time worked in the higher job. An employee who has held the higher job classification and who is transferred or temporarily assigned to that former classification will have his/her wage rate adjusted to the position on the wage schedule that he/she obtained when he/she formerly held the job after one (1) consecutive hour of work; or have his/her wage adjusted according to whichever is higher.
- 31.4.6 Employees temporarily assigned to work in a lower wage classification will not have their wage reduced.
- 31.4.7 If an employee is reclassified from a higher to a lower wage schedule because of sickness or accident disability and, upon recovery, wishes to return to his/her former classification, the employee may do so provided an appropriate vacancy exists. If the employee is able to return to the former classification within six months of being reclassified, the employee will be placed in the former job at the same wage step from which the employee left, maintaining the original progression date. If more than six months have elapsed since reclassification, the employee will be eligible to return through normal Self-Nom procedure and, if awarded the job, will be given wage credit in accordance with Company policy.

31.5 Certification Incentives

31.5.1 In order to promote the implementation of the provisions of Article 31 and encourage employees to voluntarily acquire additional training and the associated skills, the Company will increase the base hourly wage rate of those outside installation and maintenance technician and central office technician employees who achieve the following certification(s):

- (1) Comp TIA A+ \$0.25 per hour increase
- (2) Comp TIA Network+ \$0.25 per hour increase
- (3) CCNA \$0.50 per hour increase

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

- 31.5.2 Employees may seek reimbursement for the cost of courses and examinations to acquire such certification under the terms of the applicable tuition assistance program.
- 31.5.3 Training and preparation for the certification (including taking the certification test) shall occur during nonworking hours.

31.6 New and Revised Jobs

- 31.6.1 The Company shall notify the Union within thirty days whenever job classifications are established for jobs included within the collective bargaining unit but not provided for within the foregoing identified wage schedules and whenever job classifications included within the collective bargaining agreement are modified to the extent that the responsibilities of the job classification significantly change.
- 31.6.2 The notification shall be in writing and shall include the title of the job, a description of the job content, the proposed wage schedule to be followed, and the date the job was instituted or modified.
- 31.6.3 The Union shall indicate its acceptance of, or disagreement with, the proposed wage schedule within fortyfive days thereafter. Upon acceptance formally, or by nonresponse, the job classification and proposed wage schedule shall be deemed incorporated herein for the duration of the Agreement.
- 31.6.4 If the Union protests the proposed wage schedule, negotiation shall be entered into for the purpose of establishing that appropriate wage schedule. In the interim period, employees affected shall be paid according to the proposed schedule. Upon adoption of a proper schedule by mutual agreement, affected employees' rates of pay will be revised upwards or downwards as required at a time and in a manner mutually agreed upon.
- 31.6.5 If no agreement is reached between the parties with respect to the establishment of the appropriate wage schedule within 30 days from the date the Company notifies the Union of either their establishment or their modification of the job in question, the appropriateness of the wage schedule shall be subject to the arbitration procedure as set forth in Article 12.

31.7 Pay by Direct Deposit

- 31.7.1 Notwithstanding any collectively bargained provision to the contrary, and to the extent permitted by law, the Company may require employees in Indiana and Ohio to accept their pay via direct deposit into a U.S. account at a financial institution that accepts direct deposit transfers.
 - 31.7.1.1 Employees in Illinois, Michigan and Wisconsin cannot be required to accept their pay via direct deposit.
- 31.7.2 The Company will provide employees with electronic access to, or other means to obtain, their pay stubs. If, for reasons such as extended disability or vacation, an employee is unable to obtain a pay stub via the normally available means, alternate means will be available for employees to access or obtain a copy of their pay stubs.

Article 32: Premiums and Differential Pay

32.1 In-Charge Differential

- 32.1.1 A seventy-five cent (\$.75) per hour differential will apply to hours worked by an employee during the time that the employee is designated by the supervisor to be in-charge of work operations. Differentials will not be paid for non-productive time. It is only paid for hours worked.
- 32.1.2 A one dollar (\$1.00) per hour differential will apply to hours worked by an employee during the time that the employee is designated by the supervisor to be in-charge of network cable construction where four (4) or more employees are involved in a work operation. This differential is not paid in addition to the seventy-five (\$.75) per hour in-charge differential or in locations with Senior Construction Technician. Differentials will not be paid for non-productive time. It is only paid for hours worked.
- 32.1.3 In each case, the employee placed in charge shall be an employee who is properly qualified to assume the responsibility, full consideration having been given to the seniority of the employees in the group.

32.2 Supervisory Differential

32.2.1 A one dollar (\$1.00) per hour differential will apply to hours worked by an employee during the time, one (1) day or more, that the employee is designated to temporarily replace a supervisor. Differentials will not be paid for non-productive time. It is only paid for hours worked.

32.3 Seasonal Differential

32.3.1 A sixty cent (\$.60) per hour differential will apply to hours worked by a Seasonal Worker while operating the following types of heavy equipment: Backhoes, Plowing, Trenching, Directional Drilling

32.4 Night Tour Premium

32.4.1 A night premium of \$1.00 per hour will be paid to employees for scheduled hours actually worked.

32.4.2 The night premium shall be applicable between the hours of 9:00 p.m. and 6:00 a.m.

32.4.3 The night premium shall apply only to scheduled hours actually worked; night premium does not apply to overtime hours worked and compensated on an overtime basis.

32.5 New Year's Eve Premium

32.5.1 Holiday Eve Premium. A premium will be paid for formally scheduled hours worked on New Year's Eve (December 31). The premium will be computed at three times the normal night premium rate during the hours worked between 9:00 p.m. and 6:00 a.m. subject to paragraph 32.4.3. This premium payment shall be additional to normal night premium rate.

32.6 Sunday Premium

32.6.1 Except as provided in **the sub-sections of 32.6.** below, all hours worked on Sunday by an employee shall be subject to a premium payment of one-half times the basic hourly rate, inclusive of differentials when applicable. Additionally, night premium will be paid during the hours worked for which such payment is specified. Scheduled or required hours worked in excess of eight (8) hours on Sundays shall be entitled to both Sunday premium and overtime premium.

- 32.6.1.1 Employees in the Assignment Center, the After Hours Repair Center, the Business Call Center, and the Residential Call Center who were hired before April 10, 2011, will be eligible to receive the Sunday Premium provided in Section 32.6.1, above, but only when such an employee is involuntarily assigned to work on a Sunday. In any other circumstances, such employees will not be eligible to receive the Sunday premium.
- 32.6.1.2 Employees in the Assignment Center, the After Hours Repair Center, the Business Call Center, and the Residential Call Center who were hired on or after April 10, 2011, are not eligible under any circumstances to receive the Sunday Premium provided in Section 32.6.1, above.
- 32.6.1.3 All employees other than noted in Section 32.6.1.2 who were hired on or after January 1, 2021, are not eligible under any circumstances to receive the Sunday Premium provided in Section 32.6.1, above**

Article 33. PERFORMANCE RECOGNITION PLAN

- 33.1 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.
- 33.2 The Performance Recognition Plan will be implemented during each calendar year this Agreement is in effect, beginning in 2014 (the “Plan Years” or, individually, “Plan Year”).
- 33.3 For each Plan Year, all non-commissioned employees will be assigned to teams and covered by the Performance Recognition Plan; employees who participate in other incentive compensation plans are not eligible to participate in 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.
- 33.4 For each Plan Year, the available bonus pool will be 0% of the employees’ gross annual base pay at the end of that plan year. The annual payout may be higher or lower than the available bonus pool based on team

performance. The maximum annual payout percentage is 120% of the available bonus pool for each classification.

- 33.5 Performance Recognition Plan (“PRP”) 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, 2014 for the bonus paid in March 2015). For employees who are laid off or who retire during the Plan Year, and for employees who resign during the plan year, 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, the bonus will be prorated based on the number of full months the employee is actively at work during the Plan Year.
 - (c) 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.
 - (d) 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.
 - (e) Employees who are discharged for cause before the payout date are ineligible for any bonus payout.
 - (f) Any applicable Union dues (as provided for in the Union Membership provisions for the employee’s state in Article 2) will be deducted from the PRP bonus awards of active bargaining unit members in accordance with standard payroll procedures. Such Union dues deduction will equal 1.3% of the employee’s PRP bonus award and will be in addition to any regular monthly Union dues deductions. Union dues will not be deducted from the PRP bonus awards of employees who are laid off or retire during the plan year, employees who resign during the plan year, and employees promoted from hourly positions to management.
- 33.6 Performance Recognition Plan bonus awards are recognized, in the year payment is received, in the calculation of Pension Plan benefits and the Hourly Savings Plan, in accordance with Frontier benefit plan definitions.

- 33.7 The Company will comply with all federal, state and local laws with regards to the payment of Performance Recognition Plan bonus awards, including but not limited to any FLSA-mandated overtime obligations.

Article 34. Sales and Sales Referral Programs

- 34.1 The Company may implement sales, sales referral, incentive, commission, prize and/or award plans and programs as it deems necessary to meet sales or other Company business goals and objectives. These plans and programs may provide employees the opportunity to earn merchandise, cash, meals, trips, recognition, and/or other awards of value based on individual and/or collective performance in achieving standards developed and administered solely by the Company.
- 34.2 The development, design, size, frequency, and/or administration of plans and programs implemented pursuant to this Article, including the amount of merchandise, cash or other awards earned by employees, are wholly within the discretion of the Company.
- 34.3 All employees are responsible for promoting the Company's products and services. In addition, all employees are expected to participate in the Company's sales and sales referral plans and programs, and may be required to do so only during working hours. The Company will not discipline non-commissioned employees solely on the basis of their sales results.

Article 35. Retirement Benefits

35.1 Pension Plan

- 35.1.1 During the term of this Agreement, the Company agrees to continue in effect the applicable Plan(s) for Employees' Pensions as provided herein and subject to the terms of the applicable Summary Plan Description(s) ("SPD").
- 35.1.2 Pension Plan Eligibility.
- 35.1.2.1 Regular full-time employees hired into this Agreement on or before September 24, 2013 who meet all eligibility requirements may participate in the applicable Plan for Employees' Pensions.
- 35.1.2.2 Former Frontier employees who are re-hired into this Agreement as regular full-time employees after September 24, 2013, have prior Vesting or Accredited

Service in the applicable Plan for Employees' Pensions, and meet all eligibility requirements, may participate in the applicable Plan for Employees' Pensions.

35.1.2.3 Regular full-time employees hired into this Agreement on or before September 24, 2013 who have less than 25 years of service shall be afforded a one-time option after September 24, 2013 to elect to opt out of pension coverage and elect to participate in the Hourly Savings Plan with the Company match provided to employees hired after September 24, 2013. The election to opt out of pension coverage, once made, cannot be revoked. As of the date on which this change takes effect:

- a) any employee who has chosen to opt out of pension coverage shall cease to accrue any additional benefit under the applicable Plan for Employees' Pensions (the employee's accrued pension benefit will be "frozen"), and no additional accredited benefit service or compensation shall be taken into account in determining pension benefits for any such employee. However, any employee who has not yet fully vested will continue to accrue service toward vesting and retirement eligibility in accordance with the terms of the applicable Plan for Employees' Pensions (which provides for full vesting after 5 years).
- b) any employee who has chosen to opt out of pension coverage will become eligible for the Company match provided under the Hourly Savings Plan to employees hired after September 24, 2013, in accordance with Section 35.2.2 of this Article.

35.1.3 Lump Sum Payments in Lieu of Wages will be included in Monthly Compensation for pension purposes.

35.1.4 The amount and availability of benefits under the Pension Plan(s) are governed by the provisions of the Pension Plan(s) and are subject to ERISA, the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the Pension Plan in effect at the time employees separate from service, except as required by applicable law or a subsequent plan amendment. The operation

and administration of the Pension Plan(s), 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 Pension Plan(s) shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the Collective Bargaining Agreement.

35.2 Hourly Savings Plan (Frontier Communications 401(k) Savings Plan)

- 35.2.1 Frontier will make the Frontier Communications 401(k) Savings Plan (also known as the Hourly Savings Plan and hereinafter at times referred to as the “401(k) Plan” or “HSP”) available to regular full-time and regular part-time hourly employees, subject to the terms of the 401(k) Plan, on the first day of the month after the employee completes 90 calendar days of employment.
- 35.2.2 Regular full-time and regular part-time employees who participate in the 401(k) Plan may be eligible for a Company match in accordance with the terms of the Hourly Savings Plan Company Match MOA, which expires on February 7, 2017, and the terms of the 401(k) Plan.
- 35.2.3 Lump sum payments in lieu of wages will be included in Monthly Compensation for Hourly Savings Plan contributions.
- 35.2.4 The HSP will be administered solely in accordance with its provisions and no matter concerning the HSP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement but rather shall be governed by the terms and conditions of the HSP and the interpretation of the HSP Committee.
- 35.2.5 Additional details concerning the 401(k) Plan and the 401(k) Company match can be found in the Hourly Savings Plan MOA and the Hourly Savings Plan Company Match MOA, both of which expire on February 7, 2017.

35.3 Retiree Medical Insurance

35.3.1 The Company will make Retiree Medical Insurance available to eligible participants, as provided in and subject to the provisions of this Section and the provisions of the Voluntary Employees Beneficiary Association (“VEBA”) MOA, which expires on February 7, 2017.

35.3.2 Retiree Medical Insurance Eligibility

35.3.2.1 Regular full-time employees hired into this Agreement on or before September 24, 2013 who retire between July 1, 2010, and February 7, 2017 with a service or disability pension under the applicable Plan for Hourly Employees’ Pensions, and their beneficiaries, (collectively, “Eligible Participants”) will be eligible for Retiree Medical Insurance Coverage.

35.3.3 Additional details concerning Retiree Medical Insurance can be found in the VEBA MOA, which expires on February 7, 2017.

35.4 Retiree Life Insurance

35.4.1 Regular full-time employees who retired on or after July 1, 2010, and before September 25, 2013 with a service or disability pension under one of the applicable Plan(s) for Employees’ Pensions will be eligible for a \$10,000 retiree life insurance benefit.

35.4.2 Regular full-time employees hired into this Agreement on or before September 24, 2013 who retire after September 24, 2013 with a service or disability pension under one of the applicable Plan(s) for Employees’ Pensions will be eligible for a \$7,500 retiree life insurance benefit.

35.4.2.1 Employees whose date of hire or rehire into this Agreement is on or after February 7, 2010, through September 24, 2013 and who are eligible for retiree medical coverage under the terms of the VEBA MOA, which expires on February 7, 2017, may be provided an opportunity to opt out of both retiree medical and retiree life insurance coverage for an employer contribution into his/her 401(k). The election to opt out of such coverage, once made, cannot be revoked.

Article 36: Contents and Duration

36.1 Contents

36.1.1 The Union and the Company agree that the entire understanding between them is set forth completely in this Agreement. Any amendment to this Agreement or any interpretation of the true intent and meaning of the provisions herein shall be committed to writing and signed by the duly authorized representative of both the Union and the Company.

36.2 Duration


36.2.1 This Agreement and the Addendum, except as provided to the contrary therein, shall take effect **February 8, 2017**, and shall remain in full force and effect until **February 6, 2021**, and thereafter until terminated by sixty (60) days written notice from either party to the other expressly stating its intention to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

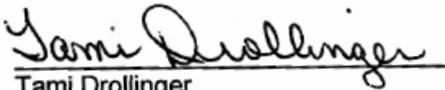
FOR Frontier Communications


Alexander Gettler
Director, Labor Relations


**FOR Communications Workers of America
District 4**


Hetty Scofield
Staff Representative -CWA District 4



Terry Clapp
Director, Human Resources



Tami Drollinger
President, CWA local 4371

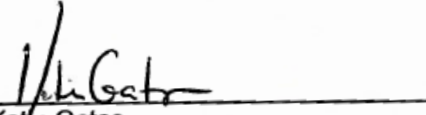

Tom Travis
General Manager


Mike Oliver
President, CWA Local 4671

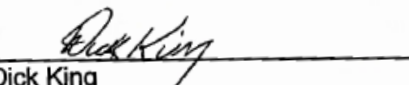

Jeff Patton
Director Contact Center


Eric Baxter
President, CWA Local 4385



Beth McGuire
Manager Human Resources


Katie Gates
Executive Vice President -CWA 4371


Yvonne Lovicott
Operations Manager


Dick King
Unit Representative- CWA 4773


Matt Dickens
Technical Supervisor


Frank Maydak
Area General Manager

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH INC.

And

COMMUNICATIONS WORKERS OF AMERICA

ALLTEL PENSION CONVERSION

Frontier North, Inc. (“the Company”) and Communications Workers of America agree to the following provisions concerning the Plan for Hourly Employees’ Pensions.

For employees whose coverage under the plan was effective November 1, 1993, the Plan will provide for recognition of accredited service for pension eligibility and calculation as outlined below.

Frontier North, Inc. will provide a defined pension plan benefit based upon the greater of:

(A.) an ALLTEL accrued defined pension plan benefit as of the Closing Date of the exchange of properties (without consideration of any ALLTEL profit sharing benefit, if applicable) based upon (i) ALLTEL and future GTE average annual compensation for the five consecutive highest paid years and ALLTEL service plus (ii) a future accrual under the GTE defined benefit pension plan commencing on the Closing Date based upon GTE (and not ALLTEL) average annual compensation for the five consecutive highest paid years and GTE service;

OR

(B.) the accrued benefit under the GTE defined benefit pension plan as if all ALLTEL service was recognized under the GTE plan.

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, 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.

This Agreement shall become effective on **February 8, 2017**, and shall remain in effect until midnight, **February 6, 2021**, and shall automatically continue in full force and effect

thereafter until terminated, or amended, in accordance with the following procedure:

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

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 of **February 6, 2021**. The written notice shall contain a full statement as to the amendments or modifications desired.

The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement shall terminate on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

LOI: Annual Benefits Open Enrollment Teleconference



700 Hidden Ridge Dr..
Irving, TX 75038

January 30, 2005

Crystal J. Roberts
Staff Representative
Communications Workers of America
20525 Center Ridge Road
Suite 700
Cleveland, OH 44116

Dear Ms Roberts:

This letter is confirmation of the commitment made by Verizon North Inc. (North Central Market Area) to the Communications Workers of America during 2005 negotiations with respect to the annual benefits open enrollment period for active associate employees during the term of the new collective bargaining agreement. As we discussed, it is the intent of the company to meet via teleconference with the current CWA staff representative or designee either prior to or concurrent with the annual benefits open enrollment period for active associate employees. The purpose of this meeting will be to review open enrollment materials and timelines associated with the open enrollment process.

Sincerely,

Ronald B. Johnson
Director – Labor Relations

MEMORANDUM OF AGREEMENT
between
FRONTIER NORTH INC.
and
COMMUNICATIONS WORKERS OF AMERICA, DISTRICT 4
BUSINESS PROCESS LABOR-MANAGEMENT COMMITTEE

Frontier North Inc. (“the Company” or “Frontier”) and Communications Workers of America, District 4 (“the Union” or “CWA”) have agreed to establish a joint Labor-Management Committee to discuss business processes. This “Business Process Labor-Management Committee” will be charged with proactively discussing why new and existing business processes will be, or have been, implemented by the Company and methods in which business processes could be improved in order to better serve Frontier customers and position Frontier to succeed.

The Business Process Labor-Management Committee will be comprised of up to five (5) representatives of management plus a Human Resources representative, as designated by the Company, and up to five (5) representatives of the bargaining unit plus the CWA Staff Representative, as designated by the Union. Additional subject-matter experts may participate in Committee meetings with the concurrence of both parties. Committee meetings may be conducted in person, via videoconference, via teleconference and/or via some other electronic means, as cost considerations or other needs of the business may dictate.

The initial meeting of the Business Process Labor-Management Committee will be conducted in person and will be convened within sixty (60) days of ratification of the 2017 Collective Bargaining Agreement (“the CBA”) at a mutually agreeable date, place and time. Thereafter the Committee will meet on a quarterly basis, as determined necessary by the Committee. Future Committee meetings may by mutual agreement be combined with other similar Committee(s) in the same geographic area (e.g., a Business Process Labor-Management Committee which involves the IBEW).

It is the intent of the Company and Union that this Business Process Labor-Management Committee will use their time and effort to engage in full and open communication, in a spirit of involvement, adaptability, integrity, trust and respect, realizing that all of us are responsible not only for today’s workforce, but also for ensuring the legacy of a viable and competitive future Company. The Company retains the discretion to determine appropriate action to be taken with respect to its Business Processes.

The Business Process Labor-Management Committee is not intended to be a forum for collective bargaining or to process grievances; the Committee will

not displace the collective bargaining process or the established dispute resolution procedures in the CBA.

Frontier North Inc.

Communications Workers of America

Michael Kruger
Vice President – Labor Relations

Hetty Scofield
Staff Representative

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

**BUSINESS SALES AND SERVICE CONSULTANT – GROUP A
INCENTIVE COMPENSATION PLAN**

Frontier North, Inc. and the Communications Workers of America agree to the following with respect to the Business Sales and Service Consultant – Group A Incentive Compensation Plan:

1. Business Sales and Service may at any time modify, in whole or in part, the provisions of the Plan. Business Sales and Service may at any time modify plan components, weightings, objectives, product line categories, qualifiers and thresholds as business needs may dictate. Any modification shall not affect sales commissions already earned under this Plan.
2. The Incentive Compensation Plan shall not be subject to the grievance and arbitration procedure outlined in the Collective Bargaining Agreement.

This Memorandum of Agreement is effective on **February 8, 2017**¹, and shall expire on **February 6, 2021**. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

¹ This MOA will apply to individual employees in Business Sales and Service Consultant – Group A when they move to Wage Schedule C1 in accordance with Addendum 2, Section 1.2, of the Collective Bargaining Agreement.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

COMMERCIAL DRIVER LICENSE (CDL)

This letter sets forth the understanding of the parties with respect to expenses associated with physical examinations and random drug tests required by the Department of Transportation, and the purchase of a Commercial Driver's License (CDL).

Frontier North, Inc. agrees to the following:

1. The Company will pay the cost of physical examinations including the drug screening test, required by DOT regulations when the examinations are conducted at Company selected facilities and the job classification requires a CDL. If an employee chooses to have the physical examination at a facility not selected by the Company, the employee will bear the cost of the physical examination.
2. The Company will pay the cost of random drug tests required by DOT regulations. The drug test will be conducted at Company selected facilities.
3. The Company will reimburse employees in classifications that require a CDL the difference between the costs of a CDL and a Class D Driver's License.

This agreement is effective on **February 8, 2017** and shall expire on **February 6, 2021**. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Alexander Gettler
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

COMPENSATED AVAILABILITY

In selected classifications and locations, where business needs exist, Compensated Availability will be established.

1. The election to participate in Compensated Availability will normally be voluntary on the part of the employee. However, where business needs exist, management may assign an employee to Compensated Availability.
2. Employees on Compensated Availability shall normally be excused from overtime assignments other than "call-outs" involving critical or emergency services.
3. Voluntary "Compensated Availability" shall be rotated among those qualified volunteers in the selected classifications and locations. Involuntary Compensated Availability will be rotated among the two (2) lowest senior qualified employees in the selected classifications and locations.
4. Compensation shall be \$125.00 for a calendar week assignment. Single assignments shall be compensated at \$15.00 per scheduled day and \$25.00 per non-scheduled day.
5. **Primary contact to the employee will be via the Company provided cellular phone.**
6. If work is performed, the employee shall receive the minimum compensation referenced in Article 13 for each instance that they are called from home. In addition, the employee shall be paid overtime computed from the time the employee leaves home until returning home.
7. This practice does not supersede normal callout procedures. Employees on "Compensated Availability" will be called in the same order of seniority as the active overtime list for the classification and reporting location, with the exception of 1) emergency situations or 2) any day between the hours of 6:00 p.m. to 6:00 a.m.
8. Employees assigned to such duty must be available and accessible during the term of assignment in order to receive compensation.

9. When assigned "Compensated Availability" the employee may be granted permission where practical to take a Company vehicle home if not already participating in Home Dispatch. The employee shall exercise reasonable care for the security and safety of the vehicle and tools. It is understood the vehicle and tools are not available for personal use.
10. If "Compensated Availability" assignments conflict with the employee's personal calendar, he or she will be afforded the opportunity to trade days or weeks with supervisory approval. Solicitation of the trade will be the responsibility of the employee.
11. It is not the intent of this agreement to circumvent vacation or holiday scheduling, payment, premiums or overtime provisions.

This Memorandum of Agreement is effective **February 8, 2017** and shall expire on **February 6, 2021**. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

CONTINGENT EMPLOYMENT

Frontier North, Inc. ("the Company") and the Communications Workers of America ("the Union") hereby agree that bargaining unit employees who have been laid off and are within their period of recall may be engaged for work assignments and specific projects on a contingent basis. Wherever practical and consistent with the needs of the business, contingent employees shall be used in lieu of contractors for a designed period of time not to exceed twelve consecutive months with the following stipulations:

1. Employees placed under this Agreement will have the word "Contingent" preceding their occupational title. For example, an employee who is placed in the occupational title of Sales and Service Technician II will, for record purposes, have a new occupational title of Contingent Sales and Service Technician II.
2. A Contingent Employee will be treated as a regular employee for the time that he/she is reinstated. Upon completion of the work assignment, the Contingent employee will be returned to lay-off status. The use of Contingent employment supersedes the application of Article 19.1, 19.2 and 19.3.
3. An employee reinstated on a Contingent basis will not be eligible for Per Diem under Article 16 by virtue of this Contingent Employment Agreement. If a Contingent Employee is subsequently assigned to work temporarily at a location more than ten miles from the "contingent" reporting center, per diem will apply.
4. Offers of Contingent employment will be made to individuals eligible for recall. Offers for reinstatement to Contingent employment will be made in order of seniority to the extent the individuals can do the work.
5. The period for recall will be adjusted by any service accrued during Contingent reinstatement.
6. Contingent employment during an individual's period of lay-off may be accepted or rejected without alternation of the meaning and intent of rights to recall from layoff as provided for within Article 19.4 of the primary agreement.
7. The Company shall notify the Union prior to initiation of Contingent employment to discuss the classification, number of employees, and other terms of employment.

8. Any bargaining unit employee reinstated to Contingent employment will be required to comply with any applicable Union Membership provisions for the employee's state, as outlined in Article 2 of the Collective Bargaining Agreement.

This Memorandum of Agreement shall be effective **February 8, 2017**, and shall remain in effect for the duration of the primary agreement unless terminated by not less than sixty days written notice served by either party upon the other.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

CUSTOMER ENGINEER-DATA APPLICATIONS

1. Frontier North, Inc. and the Communications Workers of America, agree to the provisions concerning the newly established classification of Customer Engineer-Data Applications set forth in this Memorandum of Agreement.
2. The attached position profile provides some 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. The Customer Engineer-Data Applications classification will be placed on the highest Wage Progression Schedule.
4. The Customer Engineer-Data Applications may be assigned to a specific customer service order or sales contract. Sales contracts could include customer requirements such as, but not limited to, specific qualifications, security clearances, drug testing and safety considerations. These assignments could also include accommodating customers who stipulate a particular Customer Engineer-Data Applications employee as a condition of their contract with Frontier North. Such accommodations may require call outs, overtime, travel, etc., without advance notice.
5. Customer Engineers-Data Applications shall work where assigned by the Company and may cross any and all jurisdictional boundaries without consequence. Customer Engineers-Data Applications from any Frontier bargaining unit may perform such work within the jurisdictional boundaries covered by the Collective Bargaining Agreement between Frontier North, Inc. and the Communications Workers of America. Hours of work, overtime and premium pay, holidays travel, per diem payments and all other conditions of employment (i.e., vacations, benefits, etc.) will be in accordance with the provisions of the home Collective Bargaining Agreement except any provisions requiring the equalization of overtime will not apply to Customer Engineers-Data Applications.
6. Professional business attire, as determined by management, is required for Customer Engineers-Data Applications.

7. The parties agree that current employees who demonstrate the required job knowledge and aptitude through passing of the required testing will not be denied the position due to the lack of formal college degree.

This Memorandum of Agreement is effective **February 8, 2017**, and shall expire on **February 6, 2021**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

DENTAL PLAN

Frontier North, Inc. and Communications Workers of America agree to the provisions of the Dental Plan set forth in this Memorandum of Agreement.

1. For a summary of details, refer to the appropriate Dental Benefit Summary Plan Description (SPD). The annual deductible will be \$25.00 per individual for all regular full-time and part-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).
2. 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.

This Memorandum of Agreement is effective on **February 8, 2017** and shall expire on **February 6, 2021**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Dental Plan, shall also terminate on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (CWA)

DOMESTIC PARTNER BENEFITS

1. Frontier North, Inc. (the "Company") and Communications Workers of America District 4 (the "Union") agree to extend benefits, as set forth below, to employees' domestic partners and children of domestic partners.
2. Regular Full-time Employees (hereinafter "Employee(s)") may elect health and welfare benefits coverage of domestic partners and children of domestic partners as described below.
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 children of domestic partners will be eligible to participate in health and welfare benefits on the same basis as employee dependent children provided that :

An eligible domestic partner is the natural parent, adoptive parent or legal guardian of the child.

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. 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. Family and Medical Leave

- A. Employees are entitled to Family and Medical Leave for the care of a seriously ill child of a domestic partner, subject to general eligibility requirements.
- B. Employees are entitled to leave equivalent to that provided under

the Family and Medical Leave Act for the care of a seriously ill domestic partner, subject to the same general eligibility requirements as are contained in the Family Medical Leave Act. Should there be a change in federal law permitting Family and Medical Leave to be used for the care for a seriously ill domestic partner, then this section 7 shall be null and void.

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. Company Discounts (recipient is employee)
 - F. Childcare Discounts (recipient is employee)
 - G. 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 federal, state or local law, the parties agree to discuss the applicability of such federal, state or local law.
11. This Memorandum of Agreement is effective on **February 8, 2017** and shall expire on **February 6, 2021**. The parties specifically agree that the terms and conditions set forth in this Memorandum of agreement shall also terminate on **February 6, 2021** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH INC.

And

COMMUNICATIONS WORKERS OF AMERICA (CWA)

Facilities Assigner and Facilities Assigner/Cutter

Frontier North Inc. (hereinafter “the Company” or “Frontier”) and the Communications Workers of America (hereinafter “the Union” or “CWA”), agree to the following concerning compensation and the initial staffing process for the newly established Facilities Assigner and Facilities Assigner/Cutter titles in the new Sun Prairie Assignment Center:

1. The applicable Base Wage Rates for Full and Part Time Facilities Assigners and Facilities Assigner/Cutters are as follows:
 - a. The Facilities Assigner title will be placed on Wage Schedule I.
 - b. The Facilities Assigner/Cutter title will be placed on Wage Schedule L.
2. Facilities Assigners and Facilities Assigner/Cutters will be eligible to participate in the Team Performance Award (“TPA”) program in accordance with the TPA Memorandum of Agreement (“MOA”).
3. The duties of employees in the Facilities Assigner title include, but are not limited to, basic cut work and all duties of the Facility Provisioning Specialist title (the Facility Provisioning Specialist title will be eliminated from the agreement).
4. The duties of employees in the Facilities Assigner/Cutter title include, but are not limited to all duties of the Facilities Assigner title, all duties of the Facility Assignment Representative title, and all duties of the Facility Locate Assigner title.
 - a. The Facility Assignment Representative title will be eliminated from the agreement.
 - b. The Facility Locate Assigner title will be eliminated from the agreement in the Wisconsin and Indiana Divisions but will remain active and on Wage Schedule O in the Ohio/Michigan Division. The Facilities Assigner/Cutter will not receive upgrade pay when performing job duties that are also considered to be Facility Locate Assigner job duties in the Ohio/Michigan Division.
5. The Company anticipates filling 90 positions, all in the Facilities Assigner title, during the initial implementation of the new Sun Prairie Assignment Center. This number may be higher or lower based on a number of factors, including but not limited to management’s ongoing assessment of the needs of the business during both the

implementation of the new Sun Prairie Assignment Center and the implementation of the Universal Service Representative model.

- a. These initial Facilities Assigner positions will be filled with employees currently in the Customer Care Advocate and Customer Inquiry Advocate titles (collectively "Advocate employees").
 - b. Selection of current Advocate employees to move to these initial Facilities Assigner positions will first be by seniority from among those current Advocate employees who volunteer. In the absence of a sufficient number of volunteers, the Company will select the remaining current Advocate employees to move to the Facilities Assigner position in inverse order of seniority.
 - c. Wage treatment for those Advocate employees who are moved to the initial Facilities Assigner positions in accordance with Section 5b above will be as follows:
 - i. Those Advocate employees on or below the 36 month wage step, as of the date the employee moves to the Facilities Assigner position, will move to Wage Schedule I, at the next higher wage rate, effective the date the employee moves to the Facilities Assigner position.
 - ii. Those Advocate employees on the 42 month wage step, as of the date the employee moves to the Facilities Assigner position, will be paid a base wage rate of \$20.87 through February 11, 2012. Effective February 12, 2012, such employees who remain in the Facilities Assigner title will move to Wage Schedule I, at the next higher wage rate, and will be eligible for a lump sum payment in lieu of the General Wage Increase currently scheduled for February 12, 2012.
 - iii. Those Advocate employees on the 48 month wage step, as of the date the employee moves to the Facilities Assigner position, will be paid a base wage rate of \$23.11 through the life of the current Collective Bargaining Agreement. Effective February 12, 2012, such employees who remain in the Facilities Assigner title will be eligible for a lump sum payment in lieu of the General Wage Increase currently scheduled for February 12, 2012.
 - iv. The lump sum payments referenced in 5c(ii) and 5c(iii) above will be calculated as 2.75% of the employee's annualized hourly base wage rate as of February 11, 2012. These lump sum payments will be paid to eligible employees on their March 2, 2012, pay check.
6. Those Customer Inquiry Advocates (if any) who do not move to initial Facilities Assigner positions in accordance with Section 5 above will be reclassified to the Customer Care Advocate title.
- a. The duties of the Customer Care Advocate title will include all duties of the

Customer Inquiry Advocate title.

b. The Customer Inquiry Advocate title will be eliminated from the agreement.

7. Facilities Assigner/Cutter positions and future Facilities Assigner positions will be staffed in accordance with the Job Bidding and Transfers procedures outlined in Article 14 of the Collective Bargaining Agreement.

This Memorandum of Agreement is effective on April 10, 2011, and will be incorporated into the Collective Bargaining Agreement ("CBA") at the time of its execution. The amendments included in this Memorandum of Agreement supersede any provisions in the CBA that would provide for treatment that is different than what is stated above.

FRONTIER NORTH INC.

COMMUNICATIONS WORKERS OF
AMERICA

Mike Kruger
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

Date

Date

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

FAMILY AND MEDICAL LEAVES OF ABSENCE (FMLA)

1. Frontier North, Inc. and the 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 the role as parent with day-to-day responsibility, or child (biological, adopted, foster or stepchild or legal ward or child for whom the employee has day-to-day parental responsibility) who has a "serious health condition".
 - (c) for a serious health condition of the employee which makes the employee unable to perform the functions of the position of such employee. As with any absence for a serious health condition, the Company may require an employee to provide a "fitness for duty" certification to return to work after such leave.
3. The total period of this leave will be up to twelve (12) 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 twelve (12) weeks of FMLA leave during the applicable 12-month period for any one qualifying circumstance (birth of a child or to care for a child after birth; placement of a child in foster care or for adoption or to care for the child after placement; or to care for a parent with a serious health condition). 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 life basic 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 **February 8, 2017**, and shall expire on **February 6, 2021**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

FLEXIBLE SPENDING ACCOUNT

1. Frontier North, Inc. (“the Company”) agrees to continue the Flexible Spending Account Plan (“FSA”).
2. Regular full time employees (and, through December 31, 2013, Regular part-time employees) will be eligible to participate in the FSA after ninety (90) days from the date of hire or the date which the employee enrolls, whichever is later.
3. For a summary of details, refer to the Flexible Spending Account Summary Description (SPD).
4. The FSA will be administered solely in accordance with its provisions, and no matter concerning the FSA or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the FSA Administrator, the administration of the FSA and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration or reimbursement shall be determined by and at the sole discretion of the Company.
- 5.. This Memorandum of Agreement is effective on **February 8, 2017**, and shall expire on **February 6, 2021**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Flexible Spending Account Plan, shall also terminate on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

GRIEVANCE MEDIATION

Effective January 1, 2002, the Company and the Union agree to Grievance Mediation as outlined below:

1. The mediation procedures herein will only apply to disciplinary action – suspensions of one (1) day or more and discharges – which are specifically subject to arbitration under the primary agreement.
2. After the filing of the request for arbitration, in accordance with Article V, the parties may agree to use this mediation process.
3. The parties will proceed to select a mediator and establish a mediation conference at the earliest date feasible to all concerned.
4. The mediation conference will be held in a mutually agreed to location.
5. Should the availability of the mediator unnecessarily delay the processing of the grievance in the opinion of either party, another mediator may be selected or the mediation process may be bypassed and the grievance pursued to arbitration.
6. Each party shall have one principal spokesperson at the mediation. An attorney will not be used by either party at the mediation conference.
7. The mediation conference will normally be attended by the grievant, the Local President and those people actually involved in the mediation conference. The number of employees who shall suffer no loss in pay shall be no more than three (3). Should additional employees be necessary for the complete discovery of facts at the conference, the parties will agree in advance on the number of additional employees who will attend the conference and suffer no loss in pay.
8. Any written material that is presented to the mediator or to any other party shall be returned to the party presenting the material at the termination of the mediation conference.

9. Proceedings before the mediator shall be informal in nature. Normally the evidence presented would be that discussed during the grievance procedure. The rules of evidence shall not apply and no record of the mediation conference shall be made.
10. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
11. The Company and the Union spokespersons may accept or reject the resolution proposed by the mediator and such settlement or any other settlement agreement resulting from the conference shall not be precedent setting, unless both parties agree.
12. If no settlement is reached the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties agree that no opinion shall be provided.
13. If no settlement is reached at mediation, the parties are free to arbitrate.
14. In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties may serve as arbitrator for the same grievance. In the arbitration proceedings there shall be no reference to the fact that a mediation conference was or was not held and there shall be no reference to or use made of any statements, oral or written, or of things done at the mediation conference.
15. The fees and expenses of the mediator shall be shared equally by the parties.

Frontier North, Inc.

Communications Workers of America

Alexander Gettler
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

HEARING AID BENEFIT

1. Frontier North, Inc. and the 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 **February 8, 2017** and shall expire on **February 6, 2021**. 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 **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

**MEMORANDUM OF AGREEMENT
Between**

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

HIGH VALUE HEALTH PLAN TAXES AND HEALTH PLAN “RE-OPENER”

This Memorandum of Agreement is entered into in anticipation of the federal government’s plans to impose a tax on any health plan an employer offers with a total plan value greater than plan values established by the federal government (a “High-Value Health Plan” tax). The Company and the Union agree as follows with respect to the potential effect of these taxes:

1. To the extent the premiums or premium equivalents for the negotiated Health Plan will exceed the government-mandated thresholds and be subject to this High-Value Health Plan tax, the parties agree that the CBA will be “re-opened” for the limited purpose of re-negotiating such Health Plan.
2. In the event the contract is re-opened for this purpose, the parties specifically agree that, during this period when the CBA is re-opened, there shall be no strike no lock-out. During such negotiations it is the intent of the parties to meet and make a good faith effort to agree upon a new or modified Health Plan with a total value below the government-mandated High-Value Health Plan tax thresholds for all levels of coverage, and to do so in an expeditious manner.
3. Any new or modified Health Plan agreed to during this re-opener will become effective no later than any deadline to ensure the negotiated Health Plan is not subject to the High-Value Health Plan tax.
4. If the parties are unable to reach agreement on a new or modified Health Plan within 30 days of commencement of negotiations under this agreement, the matter shall be submitted to a major actuarial/benefit consulting firm (that neither party uses or has used in the last two years), selected by the CWA and the Company. The consulting firm’s authority shall be to review the plan or plan designs and to select the plan design, or offer an alternative plan design, which will not

trigger an excise tax. The consulting firm shall provide its decision no later than 60 days from the date the matter was submitted to them. The consulting firm's decision shall not exceed its authority set forth above. The parties will split the cost of the consulting firm's fees 50%/50%.

This Memorandum of Agreement is effective on February 8, 2017, and shall expire on February 6, 2021.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

HOME DISPATCH

Frontier North, Inc. and the Communications Workers of America agree to continue the Home Dispatch Program which will operate under the following provisions:

1. The Company shall determine the eligible job classifications and work groups. The Company may establish eligibility criteria for participation in the Home Dispatch Program. The Home Dispatch Program may be presented on an individual basis or to a group of employees, at the Company's discretion.
2. Participation in the Home Dispatch Program will be voluntary; however, employees who elect to participate will be required to remain in the program for a minimum of ninety (90) days.
3. Under this program, employees will report directly to a work site or sites and will travel on their own time. The scheduled workday will commence at the time designated by management, and the employee's scheduled tour will begin at the designated work site. The employee's first and last assignments should normally be within the exchange(s) that serve as their headquarters location. On occasions when the first or last assignment is outside the home exchange(s), the employee will be paid for the reasonable time to travel from their headquarters location to the first job site or return to their headquarters location from the last job site.
4. Employees who participate will be furnished a Company vehicle for travel to and from work. These vehicles will be used only for business purposes. Travel to and from home shall not be paid.
5. Employees must live within twenty-five (25) miles of their headquarters location to be eligible to participate in the Home Dispatch Program. Should the employee live beyond the twenty-five (25) mile limit, the Company may make an exception based on individual circumstances.
6. Employees will not be required to use personal time to maintain company vehicles. However, they shall be responsible to adhere to vehicle maintenance schedules for their assigned Company vehicle in accordance with the Company's preventive maintenance program.

7. Employees will be expected to exercise good judgment in the use, storage and care of the Company vehicle.
8. The contents of this Memorandum of Agreement shall be subject to the Grievance and Arbitration procedures as set forth in Articles 11 and 12.
9. The Company will be responsible for providing all insurance coverage for participating employees and their assigned Company vehicle just as it does for other Company employees and vehicles during normal working hours.
10. Should an employee's headquarters location change after implementation of the Home Dispatch Program, the affected employee(s) will have the option to discontinue participation in the program during the ninety (90) day minimum participation period.
11. Should the Company decide to discontinue the program, a thirty (30) day notice will be given to the local union and employees who are participating. Employees desiring to discontinue participation may be required to provide a thirty (30) day notice. Employees who deviate from the provisions of the program may be removed from participation at management's discretion.
12. This Memorandum of Agreement is effective on **February 8, 2017**, and shall expire on **February 6, 2021**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall terminate on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

HOURLY SAVINGS PLAN (FRONTIER COMMUNICATIONS 401(K) SAVINGS PLAN)

Frontier North, Inc. (“the Company”) and the Communications Workers of America (CWA) agree to the following provisions concerning the Frontier Communications 401(k) Savings Plan (also known as the Hourly Savings Plan and hereinafter at time referred to as the “401k Plan or “HSP”)

1. 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 HSP, 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 HSP administration expenses.
2. The Company reserves the right, by action of the Board of Directors, to terminate or partially terminate the HSP at any time. Upon termination or partial termination of the HSP or upon the complete discontinuance of contributions under the HSP, 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.
3. The HSP 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 HSP would receive a benefit immediately after the merger, consolidation, or transfer, if the transferee plan then terminated, that is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation or transfer, if the HSP had then terminated.
4. 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 HSP, as amended, continues to be qualified under Section 401 (a) et. Seq., of the Internal Revenue Code. In the event any revision in the HSP is necessary to obtain or maintain a favorable determination from the Internal Revenue Service, the Company will make the revisions, adhering as closely as possible to the level of benefits contained in the HSP.

5. 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.

This Memorandum of Agreement is effective on **February 8, 2017**, and shall expire on **February 6, 2021**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the HSP, shall also terminate on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Alexander Gettler
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

HOURLY SAVINGS PLAN (FRONTIER COMMUNICATIONS 401(K) SAVINGS PLAN) COMPANY MATCH

Frontier North Inc. (the "Company") and the Communications Workers of America ("CWA") agree to the following provisions concerning the Company matching contribution to the Frontier Communications 401(k) Savings Plan (also known as the Hourly Savings Plan and hereinafter at times referred to as the "401(k) Plan" or "HSP") for eligible employees who participate in the 401(k) Plan.

1. Employees hired into the Collective Bargaining Agreement ("CBA") on or before September 24, 2013 who do not or cannot exercise the option described in Article 35, Section 35.1.2.3 of the CBA, and former Frontier employees who are re-hired into the CBA and participate in the applicable Plan for Employees' Pensions in accordance with Article 35, Section 35.1.2.2 of the CBA, will be eligible for a Company matching contribution to the 401(k) Plan as follows:

Through February 6, 2021:

50% of the employee's contribution up to a maximum of 6% of the employee's pay (a maximum Company contribution of 3% per pay period).

2. Employees hired into the CBA after September 24, 2013 and employees hired into the CBA on or before September 24, 2013 who exercise the option described in Article 35, Section 35.1.2.3 of the CBA will be eligible for a Company matching contribution to the 401(k) Plan. The Company matching contribution for such employees will be 50% of the employee's contribution up to a maximum of 6% of the employee's pay (a maximum Company contribution of 3% per pay period).

A. Vesting of Company Matching Contribution(s):

- i.) The Company matching contribution for employees hired into the CBA after September 24, 2013 will be subject to the following five-year graded vesting schedule:

- 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

- ii.) The Company matching contribution for those regular full-time employees hired into the CBA on or before September 24, 2013 who opt out of pension coverage in accordance with Article 35, Section 35.1.2.3 of the CBA will be subject to a three-year “cliff” vesting schedule (100% vested after 3 years of service).

This Memorandum of Agreement is effective on **February 8, 2017** and shall expire on **February 6, 2021**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

INACTIVE
JOB CLASSIFICATIONS

Frontier North, Inc. and Communications Workers of America agree to remove specific unpopulated, inactive job classifications and their associated wage schedules from the body of the Collective Bargaining Agreement. The intent of so doing shall be to retain the negotiated job classifications and wage schedules, as noted in the Collective Bargaining Agreement effective January 1, 2002, for utilization should the need arise to populate these specific classifications in the future. The following inactive job classifications shall be so retained:

Illinois

Customer Representative
Customer Service Representative
Engineering Clerk

General Laborer
Utility Worker

Indiana

Building Custodian
Building Mechanic
Building Mechanic's Helper
Coin Collector
Customer Assistant
Customer Assistant Clerk
Customer Representative
Customer Zone Technician III
Facility Tester

Frame Attendant
Garage Attendant
Garage Mechanic's Helper
Housekeeper
Radio Technician
Sales & Service Representative
Service Clerk
Supply Clerk
Utility Worker

Ohio/Michigan

Customer Zone Technician III
Equipment Operator
General Laborer
Groundworker

Order Clerk
Senior Offset Press Operator
Stenographer Clerk
Truck Driver – Heavy

Wisconsin

Administrative Clerk
Administrative Clerk - Senior
Building Custodian
Courier

Fleet Attendant
Frameworker
Lead Dispatch Clerk

This Memorandum of Agreement is effective on **February 8, 2017**, and shall expire on **February 6, 2021**. The parties specifically agree that all terms and conditions set forth in this Memorandum of Agreement shall also expire on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

INCOME SECURITY PLAN (ISP)

1. Frontier North, 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 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 Paragraph 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 paragraph 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 17 (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 grievance/arbitration procedure of the Collective Bargaining Agreement.
12. This Memorandum of Agreement is effective on **February 8, 2017**, and shall expire on **February 6, 2021**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

LETTER OF UNDERSTANDING

Between

FRONTIER COMMUNICATIONS

And

COMMUNICATIONS WORKERS OF AMERICA-DISTRICT 4

During the 2013 negotiations between Frontier Communications and Communications Workers of America – District 4, the Company proposed removing/excluding Part Time employees from several benefits currently available to them in the contract. The Union shared with the company that current employees are concerned that the reduction of benefits for Part-time employees and the elimination of benefits for Seasonal employees could provide an incentive for the company to reduce Regular Full-time employees and increase the number of Part-time employees as a cost savings. In response to this concern, the Company stated that they have no plans to seek Part-time and/or seasonal employees in favor of Regular Full-time employees, nor are they intending to move toward Part-timing employees in the future. Should this concern surface, the parties agree to meet and discuss the matter.

This Letter of Understanding is effective **on February 8, 2017** and the parties specifically agree that the terms and conditions set forth in this Letter of Understanding shall terminate on **February 6, 2021** and shall not renew without mutual agreement by both parties in writing.

For the Company

For the Union

Rick Carpenter
Director-Labor Relations

Hetty Scofield
Staff Representative, CWA
District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

MAIL ORDER PRESCRIPTION PLAN (MOPP)

1. Frontier North, Inc. (“the Company”) and Communications Workers of America agree to continue the provisions of the Mail Order Prescription Plan (MOPP) for employees and their eligible dependents enrolled in a sponsored Medical Plan.
2. Employees and dependents covered under the sponsored Medical Plan will be eligible to participate in the Mail Order Prescription Plan. MOPP is not available to employees and dependents who are not enrolled in the sponsored Medical Plan.
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 procedures 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 **February 8, 2017** and shall expire on **February 6, 2021**. 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 **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

MEDICAL PLAN

Frontier North, Inc. and Communications Workers of America agree to the provisions of the sponsored Medical Plan set forth in this Memorandum of Agreement.

1. For a summary of details refer to the attachment entitled “Sponsored Medical Plan Highlights”.
2. The sponsored Medical Plan will be administered solely in accordance with its provisions, and no matter concerning the sponsored Medical Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.
3. The selection of the Health Care Plan Administrator, the administration of the Medical Plan and all the terms and conditions relating thereto, and the resolutions of any disputes involving terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company. If the Company sponsored Medical Plan’s Administrator changes during the life of the Agreement, there will be no decrease in benefits.

This Memorandum of Agreement is effective on **February 8, 2017**, and shall expire on **February 6, 2021**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Comprehensive Medical Plan, shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter

Hetty Scofield

Director – Labor Relations

Staff Representative – CWA District 4

SPONSORED MEDICAL PLAN HIGHLIGHTS

Plan Feature	Current PPO Plan 130		2018 PPO Plan 130		2019 Current PPO Plan 130		2020 Current PPO Plan 130	
	In-network	Out-of-network	In-network	Out-of-network	In-network	Out-of-network	In-network	Out-of-network
Annual Medical Deductible (only applies to coverages with coinsurance)	n/a	Individual = \$200 Family = \$400	Individual = \$100 Family = \$200	Individual = \$200 Family = \$400	Individual = \$200 Family = \$400	Individual = \$200 Family = \$400	Individual = \$200 Family = \$400	Individual = \$200 Family = \$400
Annual Out-of-pocket Maximum	Individual = \$2000 Family = \$4000	Individual = \$2000 Family = \$6000	Individual = \$2000 Family = \$4000	Individual = \$2500 Family = \$7500	Individual = \$2500 Family = \$5000	Individual = \$2500 Family = \$7500	Individual = \$2500 Family = \$5000	Individual = \$2500 Family = \$7500
Maximum Lifetime	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Primary Care Office Visits	\$30 Co-pay	70%, after deductible	\$30 Co-pay	70%, after deductible	\$30 Co-pay	70%, after deductible	\$30 Co-pay	70%, after deductible
Specialist Office Visits	\$45 Co-pay	70%, after deductible	\$45 Co-pay	70%, after deductible	\$45 Co-pay	70%, after deductible	\$45 Co-pay	70%, after deductible
X-Ray and Lab	100%	70%, after deductible	100%	70%, after deductible	100%	70%, after deductible	\$30 Co-pay	70%, after deductible
Advanced Diagnostic Radiology Services (MRI, MRA, Ct-scan, Pet-scan)	10% EE Coinsurance	70%, after deductible	10% EE Coinsurance	70%, after deductible	10% EE Coinsurance	70%, after deductible	10% EE Coinsurance	70%, after deductible
Well Baby/Child Care	100% ER Covered	70%, after deductible	100% ER Covered	70%, after deductible	100% ER Covered	70%, after deductible	100% ER Covered	70%, after deductible
Routine Annual Physical Exam	100% ER Covered	Not Covered	100% ER Covered	Not Covered	100% ER Covered	Not Covered	100% ER Covered	Not Covered
Routine Annual Well Women Exam	100% ER Covered	Not Covered	100% ER Covered	Not Covered	100% ER Covered	Not Covered	100% ER Covered	Not Covered
Outpatient Surgery & Related Services	10% EE Coinsurance	70%, after deductible	12% EE Coinsurance	70%, after deductible	13% EE Coinsurance	70%, after deductible	15% EE Coinsurance	70%, after deductible
Inpatient Hospital & Related Services	10% EE Coinsurance	70%, after deductible	12% EE Coinsurance	70%, after deductible	13% EE Coinsurance	70%, after deductible	15% EE Coinsurance	70%, after deductible
Emergency Room Visit (waived if admitted)	\$75 Co-pay	\$75 Co-pay	\$75 Co-pay	\$75 Co-pay	\$100 Co-pay	\$100 Co-pay	\$100 Co-pay	\$100 Co-pay
Urgent Care	\$25 Co-pay	70%, after deductible	\$25 Co-pay	70%, after deductible	\$30 Co-pay	70%, after deductible	\$30 Co-pay	70%, after deductible
Home Health Care	\$25 Co-pay	70%, after deductible	\$25 Co-pay	70%, after deductible	\$30 Co-pay	70%, after deductible	\$30 Co-pay	70%, after deductible

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, 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 companies, which were subsidiaries of the former Verizon Communications former GTE Corporation (hereafter the "Frontier/Verizon/GTE Companies" or "the Companies" or "the Company"), have collective bargaining relationships throughout the United States;

NOW THEREFORE THE FRONTIER/VERIZON/GTE COMPANIES 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 Frontier'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 Frontier's former Verizon Communications and "GTE Network Services Companies" (Incumbent Local Exchange Carriers and Logistics) and Verizon Enterprise Delivery, formerly Verizon Select Services. 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's former Verizon Communications and "GTE Network Services Companies" (Incumbent Local Exchange Carriers and Logistics) and Verizon

Enterprise Delivery, formerly Verizon Select Services as defined by the National Labor Relations Act.

1. Employee Choice

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

2. Neutrality

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

Management will not be anti-union nor will the Union be anti-management.

Management will not advocate that employees should not vote for a union to represent them.

The Unions will be afforded reasonable opportunities for access to employees to get their message communicated.

Management will respond to employee questions and is obligated to correct inaccurate or misunderstood information by employees.

The Union(s) will be referred to by name and will not be characterized as a "third party" or "outsider".

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.

Neither party will hire consultants who encourage an adversarial relationship.

Neither managers nor Union representatives will be personally attacked.

Neither the Union nor the Company will be attacked as institutions.

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:

The Union must show a minimum of 50% + 1 show of interest on signature cards of the appropriate unit.

A vote of 50% + 1 of those votes, validated by the Third Party Neutral (TPN), will determine the outcome.

If the Union is not successful, another election will not be scheduled for twelve months.

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:

responding to individual employee inquiries;

explaining the organizing process, including obligations and responsibilities; and

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:

As part of the access discussions, the parties agree to use "Consent Election".

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.

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.

In all cases, the election process shall take place within 14 days of receipt and verification of the Union's show of interest cards by the TPN. In those cases where there is no dispute about the composition of the unit, the election process will be held within seven days. The election may be held at the Company location or at a neutral site as agreed by the parties. The cost of using a neutral site will be split equally by the parties.

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

7. Access Agreement

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

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

8. Dispute Resolution

Questions or disputes arising during the course of an organizing effort within a particular unit of non-represented employees will, in all cases, be addressed first by and between the parties themselves and, in particular, Labor Relations Staff in conjunction with local Frontier management and appropriate CWA representatives. It is the intent and desire of Frontier and the CWA that such matters are dealt with by and between the parties themselves, particularly at the local level, without having to resort to the assistance of a third party. It is also agreed, however, that if every good faith and reasonable effort has been made, but the matter unresolved, the process described below will be utilized.

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.

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.

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.

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.

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.

All expenses, resulting from the use of the TPN process, shall be split equally by Frontier and CWA.

9. Acquisitions and Ventures

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

Frontier North, Inc.

Communications Workers of America

Alexander Gettler
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

PENSION PLAN - LUMP SUM PAYMENT OPTION

1. Frontier North, Inc. and Communications Workers of America agree to the following provisions concerning the Plan for Hourly Employees' Pensions (hereinafter referred to as the Plan).
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.
 - A. For any pension benefits accrued under the Plan after January 1, 2014, the lump sum value of that benefit will be calculated using the Pension Protection Act (PPA) Assumptions (Corporate Bond Rates).
3. The availability of a lump sum payment option under the Plan remains conditional upon a continued favorable determination from the Internal Revenue Service that the Plan is and continues to be qualified under Section 401(a) of the Internal Revenue Code.
4. This Memorandum of Agreement is effective **February 8, 2017**, and shall expire on **February 6, 2021**. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement, relating to the lump sum payment option, shall terminate on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH INC.

And

COMMUNICATIONS WORKERS OF AMERICA

PENSION PLAN – PENSION MINIMUMS

Frontier North Inc. and the Communications Workers of America agree to the following provisions concerning the Plan for Hourly Employees' Pensions.

1. The annual minimum pension for eligible employees who retire(d) on or after January 1, 2011, is as follows:

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

2. **The annual minimum pension for eligible employees who retire(d) on or after February 8, 2017, is as follows:**

<u>Years of Accredited Service</u>	<u>Minimum</u>
<u>15 but less than 20 years</u>	<u>\$ 5,800</u>
<u>20 but less than 25 years</u>	<u>\$ 7,400</u>
<u>25 but less than 30 years</u>	<u>\$ 9,200</u>
<u>30 but less than 35 years</u>	<u>\$11,000</u>
<u>35 but less than 40 years</u>	<u>\$12,700</u>
<u>40 or more years</u>	<u>\$14,500</u>

This agreement shall become effective as of **February 8, 2017**, and shall remain in effect until midnight, **February 6, 2021**, and shall automatically continue in full force and effect thereafter until terminated, or amended, in accordance with the following procedure.

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

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 North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

PENSION PLAN - SURVIVOR BENEFITS

Frontier North, Inc. and Communications Workers of America agree to the following provisions concerning the Plan(s) for Hourly Employees' Pensions (hereinafter "the Plan").

1. The Plan will include 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.
2. 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 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.
3. 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.
4. Subject to the provisions of the Plan, regarding when the benefit is payable, the pre-retirement survivor pension may be distributed as a 65% survivor annuity, or the lump sum equivalent, based upon the beneficiary's election. However, if the beneficiary is not the participant's spouse and is more than 25 years younger than the participant, the survivor benefit will be the 50% survivor annuity or the lump sum equivalent. Any lump sum benefit calculation will be subject to the provisions of the Pension Plan – Lump Sum Payment Option MOA and to the terms of the Plan.
5. 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.

6. An employee, at the time of commencing a pension benefit may 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 benefits. 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.

This Memorandum of Agreement is effective on **February 8, 2017**, and shall expire on **February 6, 2021**. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

PERSONAL DAYS

Frontier North, Inc. and Communications Workers of America agree to the following provisions regarding the utilization and payment of Personal Days:

1. If an employee elects and exercises their retirement option, unused Personal Days will be paid out to the employee after working one day into the calendar year and may be paid out after the employee's last scheduled work day.
2. If an employee elects and exercises separation under the Company's Income Security Plan, unused Personal Days will be paid out to the employee after working one day into the calendar year and may be paid out after the employee's last scheduled work day.
3. Other than the exceptions noted above, all Personal Days must be utilized prior to an employee's last day worked and within the calendar year for which they are granted.

This Memorandum of Agreement is effective upon signature below and shall remain and continue in effect for the life of the Collective Bargaining Agreement.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

PERSONAL LINES OF INSURANCE

1. Frontier North, Inc. (“the Company”) agrees to continue, without endorsement, the opportunity for regular full-time hourly employees (and, through December 31, 2013), regular 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 in 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 **February 8, 2017**, and shall expire on **February 6, 2021**. 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 **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

PREFERENTIAL SCHEDULING

Frontier North, Inc. and Communications Workers of America agree to the following regarding Preferential Scheduling for employees in Assignment Centers, Residential Call Centers, After Hours Repair Centers and Business Call Centers.

1. For employees in the Assignment Center Residential Call Center, After Hours Repair Center, and Business Call Center, the "Preferential Scheduling" process which has been selected for use by the Company from time to time will be used and, with the exception of the Assignment Center, will include split tours. Split tours will be scheduled with no less than one (1) hour, and no more than four (4) hours, between tours.

This Memorandum of Agreement is effective on **February 8, 2017**, and shall expire on **February 6, 2021**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to Preferential Scheduling in Residential Call Centers, Business Call Centers, and After Hours Repair Centers, shall terminate on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

PRESCRIPTION IDENTIFICATION CARD (PIC)

1. Frontier North, Inc. (“the Company”) and Communications Workers of America agree to continue the Prescription Identification Card (“PIC”) for employees and their eligible dependents enrolled in the sponsored Medical plan.
2. Employees and dependents covered under the sponsored Group Medical Plan will be eligible to participate in PIC. PIC is not available to employees and dependents who are not enrolled in the sponsored Medical Plan.
3. PIC will be administered solely in accordance with its provisions and no matter concerning PIC or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the PIC carrier, the administration of PIC and all of the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, or administration shall be determined by and at the sole discretion of the Company.
4. The Company shall have the right to amend PIC in any way, including the selection of the PIC carrier. However, any amendment diminishing the level of benefits contained in this Memorandum of Agreement or increasing the cost per prescription to the employee/dependent will be limited to those changes applicable to salaried employees.
5. This Memorandum of Agreement is effective **February 8, 2017**, and shall expire on **February 6, 2021**. 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 **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

RESIDENTIAL SALES AND SERVICE CONSULTANT – GROUP A INCENTIVE COMPENSATION PLAN

Frontier North, Inc. and the Communications Workers of America agree to the following with respect to the Residential Sales and Service Consultant – Group A Incentive Compensation Plan:

1. Residential Sales and Service may at any time modify, in whole or in part, the provisions of the Plan. Residential Sales and Service may at any time modify plan components, weightings, objectives, product line categories, qualifiers and thresholds as business needs may dictate. Any modification shall not affect sales commissions already earned under this Plan.
2. The Incentive Compensation Plan shall not be subject to the grievance and arbitration procedure outlined in the Collective Bargaining Agreement.
3. The Company agrees to meet with the Union, which may include a CWA Staff Representative and the Local President and/or their designees, at periodic intervals to review the Plan(s). It is understood that these meetings are not intended to be negotiation sessions, but rather information sharing sessions to provide a better understanding of the Plan(s).

This Memorandum of Agreement is effective on **February 8, 2017** and shall expire on **February 6, 2021**. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

For employees who were formerly in Residential Sales and Service Consultant – Group 1, the terms of this MOA will apply to individual employees when they move to Wage Schedule C1 in accordance with Addendum 2, Section 4.1, of the Collective Bargaining Agreement.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter

Hetty Scofield

Effective with the 2010 Sales Incentive Compensation Plan design, Time Away From Work will be calculated as follows:

The methodology for up-front objective adjustments include the following:

- (1) Calculate time away from job.

Available hours less:

- Holidays
- Personal Days
- Training hours
- Vacation
- Other time away from job

Other objective adjustments (which are not done up front) include the following:

- (2) Objective is adjusted and available dollars are adjusted for:

- Sickness – five (5) consecutive days or more
- FMLA – five (5) consecutive days or more
- Union Business Unpaid – five (5) days or more in the entire month
- Part-time – no minimum time off-line requirement
- New Hires
- Other unpaid absences

- (3) Objective is adjusted and available dollars are not adjusted for:

- Training – five (5) consecutive days or more
- Military Leave – five (5) consecutive days or more
- Jury Duty – five (5) consecutive days or more
- Union Business Paid – each eight (8) hour accumulation
- Other Company directed business (i.e. team leader/relief supervisor, in-house trainer, on-loan assignment)
- Vacation days – each eight (8) hour accumulation
- Paid Bereavement – three (3) or more days (maximum of five (5) days)

NOTE: For calculating the equivalent of five (5) days, Union Business Paid and Union Business Unpaid can be combined.

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

RETAIL SALES SPECIALIST INCENTIVE PLAN

Frontier North, Inc. and the Communications Workers of America agree to the following with respect to the Retail Sales Specialist Incentive Plan:

1. The Company may at any time modify, in whole or in part, the provisions of the Plan. The Company may at any time modify plan components, weightings, objectives, product line categories, qualifiers and thresholds as business needs may dictate. Any modification shall not affect sales commissions already earned under this Plan.
2. The Incentive Plan shall not be subject to the grievance and arbitration procedure outlined in the Collective Bargaining Agreement.

This Memorandum of Agreement is effective **February 8, 2017**, and shall expire on **February 6, 2021**. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

SAFETY COMMITTEE

The Company and the Union recognize their individual responsibility as set forth in Article 17, Section 17.2.1. In so doing, it is agreed that the Company and the Union have a mutual obligation to promote a prosafety atmosphere.

1. Both the Company and the Union will continually strive to educate the employees and pursue compliance regarding the use of safety equipment and safe work practices.
2. The AdministratorSafety or designate and two Company employees so designated by the Union will meet quarterly for the purpose of discussing specific safety matters. It shall be the responsibility of the Company to set the time and place for such meetings.

Frontier North, Inc.

Communications Workers of America

Alexander Gettler
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT
Between
FRONTIER NORTH, INC.
And
COMMUNICATIONS WORKERS OF AMERICA

SUPPLEMENTAL LONG TERM DISABILITY COVERAGE

Frontier North, Inc. (“the Company”) and Communications Workers of America agree to the following provisions concerning Supplemental Long-Term Disability (“Supplemental LTD”) coverage.

1. Effective January 1, 2014, the Company may from time to time make Supplemental LTD coverage available to regular full-time employees as a supplement to the Company-paid Short Term Disability and Long Term Disability benefits provided by the Company.
2. The cost of any Supplemental LTD coverage will be paid by the employee. Contributions for coverage may change from time to time.
3. The amount, availability and administration of benefits under the LTD Plan are governed by the provisions of the LTD Plan and the insurance contract. Any benefits received will be determined under the terms of the LTD Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the LTD Plan, selection of the insurance carrier, eligibility for the benefits, cost of coverage, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the Collective Bargaining Agreement.

This Memorandum of Agreement is effective on **February 8, 2017**, and shall expire on **February 6, 2021**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the Long-Term Disability Plan, shall terminate on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

SUPPLEMENTAL TERM LIFE INSURANCE

1. Frontier North, Inc. agrees to make available, without endorsement, the opportunity for Regular full-time employees (and, through December 31, 2013, Regular part-time 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 **February 8, 2017**, and shall expire on **February 6, 2021**. 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 **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

COMMUNICATIONS WORKERS OF AMERICA, DISTRICT 4

TERM EMPLOYEE DEFINITION – SUN PRAIRIE ASSIGNMENT CENTER

Frontier North Inc. and Communications Workers of America, District 4, agree to modify the intended length of employment of Sun Prairie Assignment Term Employees, as provided in Article 9, Section 9.17, from “longer than six (6) months but no longer than thirty-six (36) months” to “longer than six (6) months but no longer than forty-eight (48) months”. All other provisions of the Term Employee definition provided for in Article 9, Section 9.17, will continue to apply as written to Term Employees in the Sun Prairie Assignment Center. This Agreement does not affect Term Employees in any other department or location.

Frontier North Inc.

Communications Workers of America

Michael Kruger
Vice President – Labor Relations

Hetty Scofield
Staff Representative

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA-DISTRICT 4

TUITION REIMBURSEMENT BENEFIT PROGRAM

The Communications Workers of America – District 4 and Frontier Communications agree that employees covered under this collective bargaining agreement shall be eligible to participate in the Frontier Tuition Reimbursement Benefit Program.

This Memorandum of Agreement is effective on **February 8, 2017** and shall expire on **February 6, 2021**. The parties specifically agree that the terms and conditions set forth in this Memorandum of agreement shall also terminate on **February 6, 2021** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

VACATION DONATION

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

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 as defined in Article 27.2 or due to an unexpected dire situation.
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 the maximum number of days provided for by Company policy. Donating employees must be from the same department as the receiving employee.
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 discreetly as possible to avoid embarrassment to the employee in need and to avoid coworkers feeling obligated to donate their time.
6. The employee in need cannot personally solicit other employees to donate their vacation.
7. None of the provisions of this agreement are subject to the grievance or arbitration process.
8. This agreement can be cancelled by either party with 30 days' notice.

This Agreement is effective **February 8, 2017**, and shall remain in effect up to and including **February 6, 2021**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

VISION PLAN

Frontier North, Inc. and Communications Workers of America agree to the provisions of the Vision Plan set forth in this Memorandum of Agreement.

1. For a summary of details, refer to the attachment entitled "Vision Plan Highlights".
2. Employees are automatically eligible for the Vision Plan after enrollment in any Frontier medical option and the premium cost for the Vision Plan will be included in the total medical plan premium costs for purposes of calculating Company and employee premium contributions. If the employee waives Frontier medical coverage, the employee will not be enrolled in the Vision Plan.
3. 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.

This Memorandum of Agreement is effective on **February 8, 2017** and shall expire on **February 6, 2021**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the Vision Plan, shall terminate on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

VISION PLAN HIGHLIGHTS

Effective January 1, 2014

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.

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

VOLUNTARY EMPLOYEES BENEFICIARY ASSOCIATION (VEBA)

Frontier North, Inc. (hereinafter referred to as the Company) and Communications Workers of America (hereinafter referred to as the Union) hereby mutually agree to the establishment of an Internal Revenue Code Section 501 (c) (9) trust (also known as Voluntary Employees Beneficiary Association trust) to provide for the payment of medical or other permissible welfare benefits and administrative service costs ("Retiree Medical Benefits") for eligible employees who retire between January 1, 2010 and **February 6, 2021** with a service or disability pension under the Plan for Hourly Employees' Pensions and their beneficiaries (hereinafter referred to as the Eligible Participants). This trust is being established to provide benefit security for the term of this Memorandum of Agreement.

1. The funding and operation of this trust will be determined by the Company based on reasonable financial standards (and where applicable, regulatory approval for recovery).
2. The Company agrees that funds placed into this trust will be used exclusively to pay for the benefits and administrative costs heretofore described below or for any other purpose permitted by law.
3. Effective July 1, 2010 and through the term of this Memorandum of Agreement the level and type of Retiree Medical Benefits for the Eligible Participants shall be governed by the RETIREE OPTIONS Summary Plan Description, which may be amended or discontinued by the Company at its discretion subject to paragraph 9 below.
4. For retirees not described in paragraph 5 below, in order to receive Retiree Medical Benefits, the retiree must pay a percentage/amount of the Retiree Medical premium ("Retiree Contribution Percentage/Amount"). Similarly, the Company will pay a percentage/amount of the premium ("Company Contribution Percentage/Amount"), subject to Section 6 below. During the term of this Memorandum of Agreement, the Company and Retiree Contribution Percentages/Amount will be based on the following contribution schedule:
 - A. For eligible employees who retire(d) between July 1, 2010 and February 6, 2013:

<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

5. Any employee whose date of hire or rehire is on or after February 14, 2010, and before September 24, 2013 who otherwise did not qualify for any Company-subsidized retiree medical coverage upon his or her initial employment termination (a "New Hire"), shall be eligible for the benefit provisions described below in paragraphs 5(A) and 5(B) upon retirement from the Company, unless he/she chooses to opt out of such coverage in accordance with paragraph 5(C).
 - A. If a New Hire is eligible for retiree medical coverage under this provision, she or he shall receive upon retirement an annual benefit for medical coverage, for the rest of her or his life, of \$345 for each year of Accredited Service that the New Hire completes (up to a maximum of 30 years).
 - B. Once a New Hire retiree becomes eligible for Medicare or eligible for other future national healthcare opportunities, the Company's contribution shall be adjusted to reflect the relative cost of such coverage as compared to that for pre-Medicare retirees. In no case, however, shall the amount paid to a Medicare-eligible retiree be less than 50% of the amount paid to a similarly situated pre-Medicare retiree with equal Accredited Service.
 - C. New hire employees who are eligible for retiree medical coverage under this provision may be provided an opportunity to opt out of both retiree medical and retiree life insurance coverage for an employer contribution into his/her 401(k). The election to opt out of such coverage, once made, cannot be revoked.

6. The Company shall determine the cost of providing Retiree Medical Coverage ("Retiree Medical Benefits Premiums"). Further, it is the Company's intention to cap the amount it pays toward such Retiree Medical Benefits Premiums for employees who retire on or after July 1, 1998, and who are not retirees described in paragraph 5 above.
 - A. When the Retiree Medical Benefits Premiums for the \$400 deductible coverage option reach the figures set forth in the chart below ("Capped Retiree Medical Benefits Premium"), the Company Contribution Amount shall be capped and the Company shall make no additional contributions towards Retiree Medical Benefits Premiums.

Coverage Category	Capped Retiree Medical Benefits Premium	
	Retire On or Before September 24, 2013	Retire After September 24, 2013
Retiree only (primary coverage)	\$ 11,500	\$9,200
Retiree plus one dependent coverage	\$ 23,000	\$18,300
Family coverage	\$ 26,000	Not Offered
Medicare covered retiree (per eligible life)	\$4,900	\$4,900

- B. The Maximum Company Contribution Amount applicable to each Coverage Category shall be determined by multiplying the applicable Company Contribution Percentage times the Capped Retiree Medical Benefits Premium as set forth above for that coverage. The applicable Maximum Company Contribution Amount shall not increase when the Retiree Medical Benefits Premium exceeds the amount set forth in the chart above.
7. In order to receive Retiree Medical Benefits, for retirees not described in paragraph 5 above, the retiree must pay the Company the amount the Retiree Medical Premium exceeds the Company Contribution Amount as described in paragraphs 4 and 6 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.
 8. The Capped Retiree Medical Benefits Premium and the Maximum Company Contribution Amount set forth in paragraph 6 above is based upon the \$400 deductible coverage option. 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. If the retiree elects the \$1000 deductible coverage option, the Retiree Contribution amount will decrease by the amount the \$1000 deductible coverage option is less than the \$400 deductible coverage option. When the Retiree Medical Benefit Premiums for the \$400 deductible coverage option reach the amounts set forth in the chart in paragraph 6, the Company Contribution Amount for all coverage options, including the \$200 deductible coverage option and the \$1000 deductible coverage option, shall be capped at that time and the Company shall make no additional contributions toward Retiree Medical Benefits.
 9. The Company agrees to notify the Union and to discuss its actions should the Company determine that the funding or operation of the trust and/or applicable sections of this Memorandum of Agreement, other than pooling of claims experience and those sections relating to the level and type of Retiree Medical

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

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

This Memorandum of Agreement is effective **February 8, 2013**, and shall expire on **February 6, 2021**. 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 **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

VOLUNTARY LAYOFF LEAVE OF ABSENCE

Frontier North, Inc. ("the Company") and Communications Workers of America ("the Union") agree to the provisions concerning a Voluntary Layoff Leave of Absence ("VLLOA") set forth in this Memorandum of Agreement.

1. The purpose of a Voluntary Layoff Leave of Absence is to provide an alternative method of temporarily adjusting the size of the work force for up to four (4) months in a calendar year. The Voluntary Layoff Leave of Absence could be offered by the Company before or in lieu of invoking the layoff provisions as provided for in Article 19 of the Collective Bargaining Agreement.
2. The total period of a Voluntary Layoff Leave of Absence will not exceed four (4) months. Voluntary Layoff Leaves of Absence will be offered by seeking volunteers from the affected classification and affected status and reporting location. This will be done at least thirty (30) days prior to the effective date, unless this period is shortened by mutual agreement of the Company and Union. The decision to offer Voluntary Layoff Leaves of Absence, the time frame or duration of the leave, the number of Voluntary Layoff Leaves of Absence authorized, and the location and the classification/status affected will be at the sole discretion of Management.
3. If the number of volunteers is not sufficient to eliminate the surplus, Management will then layoff the remaining surplus employees in accordance with Article 19 of the Collective Bargaining Agreement. If more employees volunteer than needed Management will allow the most senior of the volunteers to take the Voluntary Layoff Leave of Absence.
4. While on a Voluntary Layoff Leave of Absence, eligible employees shall continue to receive employee discounts on Frontier products and services, Company paid life insurance, and medical/dental insurance benefits to the extent provided to active employees, provided the employee continues to pay applicable employee contributions, if any.
5. Employees granted a Voluntary Layoff Leave of Absence prior to yearend will be required to take all unused or remaining vacation (or bank if eligible) and personal days' prior to the end of the calendar year in which the leave is to begin. In addition, the employees will be required to use all vacation time (or bank if eligible)

scheduled during the month(s) for the calendar year in which the Voluntary Layoff Leave of Absence ends.

6. All Voluntary Layoff Leave of Absences are without pay and are subject to approval by Management. Application of unemployment compensation will not be contested by the Company.
7. This Memorandum of Agreement shall in no way limit Management from utilizing other Company employees to perform work assignments of the nature performed previously by an employee who may be on a Voluntary Layoff Leave of Absence.
8. Upon return to work, employees granted a Voluntary Layoff Leave of Absence shall receive accredited service and seniority for the period of the Voluntary Layoff Leave of Absence.
9. At the end of the approved Voluntary Layoff Leave of Absence, employees will be guaranteed reinstatement to a job within their previous classification and reporting location.
10. Employees are required to return to work on the agreed upon date. Failure to return on the expected return date, for other than a personal compelling reason as determined by Management, will result in termination of employment. Should an employee be unable to return to work due to personal illness or injury and that illness or injury would be covered by the Company's sickness disability benefits, the employee may apply for sickness disability benefits for the remainder of the time that would normally be covered by sickness disability benefits.
11. Reinstatement is subject to any contractual provisions of the Collective Bargaining Agreement which covers adjustments to the work force that may have occurred during the Voluntary Layoff Leave of Absence of affected employees.
12. As a condition of Voluntary Layoff Leave of Absence, employees are required to comply with any applicable Union Membership provisions for the employee's state, as outlined in Article 2 of the Collective Bargaining Agreement.

This Memorandum of Agreement is effective on **February 8, 2017**, and shall expire on **February 6, 2021**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on **February 6, 2021**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North, Inc.

Communications Workers of America

Rick Carpenter
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

LOI: Voluntary Layoff Leave of Absence Notification



700 Hidden Ridge Dr..
Irving, TX 75038

January 30, 2005

Crystal J. Roberts
Staff Representative
Communications Workers of America
20525 Center Ridge Road
Suite 700
Cleveland, OH 44116

Dear Ms Roberts:

This letter is to confirm the commitment made by the company during 2005 negotiations between Verizon North Inc. (North Central Market Area) and the Communications Workers of America with respect to the provisions of the Voluntary Layoff Leave of Absence (VLLOA) MOA. As we discussed, when the company initiates a Voluntary Layoff Leave of Absence, it is the company's intent to provide notification to the President of the impacted CWA Local(s) of the offer. This notification will identify the department initiating the offer and the impacted job classification(s). At the conclusion of the VLLOA offering period, the company will provide the President of the impacted CWA Local(s) with the name of each employee approved for VLLOA and the expected length of each employee's leave.

Sincerely,

Ronald B. Johnson
Director – Labor Relations

MEMORANDUM OF AGREEMENT

Between

FRONTIER NORTH, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

WORK AND FAMILY ISSUES

It is agreed between Frontier North, Inc. and Communications Workers of America that the parties will establish a joint Management/Union committee in each respective division as needed. Such committee(s) shall meet for the purpose of discussing and assessing the subject of work and family issues.

The committee will be comprised of an equal number of members each from Management and the Union.

Meetings will be scheduled quarterly and may be scheduled more frequently if necessary.

Hourly employees will be compensated for lost scheduled work time while attending such meetings.

The Company agrees to take the research and recommendations from the committee under advisement. The Company, however, retains jurisdictional authority in deciding appropriate action to be taken.

Frontier North, Inc.

Communications Workers of America

Alexander Gettler
Director – Labor Relations

Hetty Scofield
Staff Representative – CWA District 4

Job Classifications by Wage Schedule

<u>State</u>		<u>Job Classification Title</u>	<u>State</u>		<u>Job Classification Title</u>
OH/MI	A	Building Attendant	IL	M	Public Access Sales Technician
WI	AA	Seasonal Worker	IN	M	Public Access Sales Technician
IN	B	Retail Sales Specialist	OH/M	M	Public Access Sales Technician
OH/MI	B	Retail Sales Specialist	I		
OH/MI	C	Customer Services Clerk	WI	M	Public Access Sales Technician
OH/MI	C	Data Review Clerk	IL	N	Construction Technician
OH/MI	C	Records Clerk	IN	N	Construction Technician
OH/MI	C	Typist Clerk	OH/M	N	Construction Technician
OH	C1	Business Sales and Service Consultant , Group A	I		
OH	C1	Residential Sales and Service Consultant, Group A	WI	N	Construction Technician
OH	C2	Residential Sales and Service Consultant, Group B	IL	N	Storekeeper
OH	C2	Business Sales & Service Consultant , Group B, Offline	IN	N	Storekeeper
OH	C2	Residential Sales and Service Consultant, Group B, Offline	OH/M	N	Storekeeper
OH	C3	Business Sales and Service Consultant , Group B	I		
WI	D	Customer Care Representative	WI	N	Storekeeper
WI	D	Dispatch Clerk	IN	N	Storekeeper
WI	D	Division Clerk A	OH/M	N	Storekeeper
WI	D2	Facility Assigner (Group B)	I		
IN	E	Reports and Records Clerk	WI	N	Storekeeper
OH	F	Business Sales & Service Consultant , Group A, Offline	IN	N	Vehicle Maintenance Mechanic
OH/MI	F	Construction Operations Center Clerk	OH/M	N	Vehicle Maintenance Mechanic
OH/MI	F	Data Analysis Clerk	I		
WI	F	Division Clerk B	WI	N	Vehicle Maintenance Mechanic
OH/MI	F	General Reports Clerk	OH/M	N	Vehicle Maintenance Mechanic
OH/MI	F	Maintenance Clerk	I		
OH	F	Residential Sales and Service Consultant, Group A, Offline	WI	N	Vehicle Maintenance Mechanic
WI	F	Senior Clerk	IN	N	Vehicle Maintenance Mechanic
OH/MI	F	Stockroom Clerk	OH/M	N	Vehicle Maintenance Mechanic
WI	F	Stockroom Clerk	I		
WI	F1	Facilities Assigner (Group A)	WI	O	Sales and Service Technician II
OH/MI	G	Database Representative	IN	O	Sales and Service Technician II
OH/MI	G	DOR Clerk	OH/M	O	Sales and Service Technician II
WI	G	DOR Clerk	I		
OH/MI	I	Customer Relations Specialist	WI	O	Sales and Service Technician II
			IL	Q	Building Services Technician
			IN	Q	Building Services Technician
			OH/M	Q	Building Services Technician
			I		

IN	L	Business Sales Support Specialist	WI	Q	Building Services Technician
OH/MI	L	Business Sales Support Specialist	WI	Q	Construction Detailer
WI	L	Facilities Assigner/Cutter	OH/M	Q	Equipment Installer
OH/MI	L	General Utility Worker	I	Q	Equipment Installer
IN	L	Storeroom Attendant	IL	Q	Network Technician
OH/MI	L	Storeroom Attendant	IN	Q	Network Technician
OH/MI	L	Truck Driver	OH/M	Q	Network Technician
IL	M	Collector/Maintainer	I	Q	Network Technician
IN	M	Collector/Maintainer	WI	Q	Network Technician
OH/MI	M	Collector/Maintainer	IL	Q	Sales and Service Technician I
WI	M	Collector/Maintainer	IN	Q	Sales and Service Technician I
WI	M	Customer Care Advocate	OH/M	Q	Sales and Service Technician I
IL	M	Drafter	I	Q	Sales and Service Technician I
OH/MI	M	Drafter	WI	Q	Service Area Equipment Technician
WI	M	Drafter	WI	Q	Service Area Equipment Technician
			IN	R	Customer Engineer - Data Applications
			OH/M	R	Customer Engineer - Data Applications
			I	R	Customer Engineer - Data Applications
			WI	R	Customer Engineer - Data Applications

Job Classifications by State and Wage Schedule

<u>State</u>	<u>Job Classification Title</u>		<u>State</u>	<u>Job Classification Title</u>	
IL	M	Collector/Maintainer	OH/M	L	Business Sales Support Specialist
IL	M	Drafter	I	L	General Utility Worker
IL	M	Public Access Sales Technician	OH/M	L	Storeroom Attendant
IL	N	Construction Technician	OH/M	L	Truck Driver
IL	N	Storekeeper	OH/M	M	Collector/Maintainer
IL	O	Sales and Service Technician II	I	M	Drafter
IL	O	Senior Construction Technician	OH/M	M	Public Access Sales Technician
IL	OA	Sales and Service Technician II	I	N	Construction Technician
IL	Q	Building Services Technician	OH/M	N	Storekeeper
IL	Q	Network Technician	OH/M	N	Vehicle Maintenance Mechanic
IL	Q	Sales and Service Technician I	I	O	Facility Locate Assigner
IN	B	Retail Sales Specialist	OH/M	O	Sales and Service Technician II
IN	E	Reports & Records Clerk	OH/M	O	Senior Construction Technician
			I	O	Senior Construction Technician

IN	L	Business Sales Support Specialist	OH/M	I	O	Vehicle Maintenance Technician
IN	L	Storeroom Attendant	OH/M	I	O	
IN	M	Collector/Maintainer	OH/M	I	A	Sales and Service Technician II
IN	M	Public Access Sales Technician	OH/M	I	Q	Building Services Technician
IN	N	Construction Technician	OH/M	I	Q	Equipment Installer
IN	N	Storekeeper	OH/M	I	Q	Network Technician
IN	N	Vehicle Maintenance Mechanic	OH/M	I	Q	Sales and Service Technician I
IN	O	Sales and Service Technician II	OH/M	I	R	Customer Engineer - Data Applications
IN	O	Senior Construction Technician	WI	AA		Seasonal Worker
IN	O	Vehicle Maintenance Technician	WI	D		Customer Care Representative
IN	OA	Sales and Service Technician II	WI	D		Dispatch Clerk
			WI	D		Division Clerk A
IN	Q	Building Services Technician	WI	D2		Facilities Assigner, Group B
IN	Q	Network Technician	WI	F		Division Clerk B
IN	Q	Sales and Service Technician I	WI	F		Senior Clerk
IN	R	Customer Engineer - Data Applications	WI	F		Stockroom Clerk
OH	C1	Business Sales and Service Consultant , Group A	WI	F1		Facilities Assigner, Group A
OH	C1	Residential Sales and Service Consultant, Group A	WI	G		DOR Clerk
OH	C2	Residential Sales and Service Consultant, Group B	WI	L		Facilities Assigner/Cutter
OH	C2	Business Sales & Service Consultant , Group B, Offline	WI	M		Collector/Maintainer
OH	b	Residential Sales and Service Consultant, Group B, Offline	WI	M		Customer Care Advocate
OH	C3	Business Sales and Service Consultant , Group B	WI	M		Drafter
OH	F	Business Sales & Service Consultant , Group A, Offline	WI	M		Public Access Sales Technician
OH	F	Residential Sales and Service Consultant, Group A, Offline	WI	N		Construction Technician
OH/MI	A	Building Attendant	WI	N		Storekeeper
OH/MI	B	Retail Sales Specialist	WI	N		Vehicle Maintenance Mechanic
OH/MI	C	Customer Services Clerk	WI	O		Sales and Service Technician II
OH/MI	C	Data Review Clerk	WI	O		Senior Construction Technician
OH/MI	C	Records Clerk	WI	O		Vehicle Maintenance Technician
OH/MI	C	Typist Clerk	WI	O		
OH/MI	F	Construction Operations Center Clerk	WI	A		Sales and Service Technician II
OH/MI	F	Data Analysis Clerk	WI	Q		Building Services Technician
OH/MI	F	General Reports Clerk	WI	Q		Construction Detailer
OH/MI	F	Maintenance Clerk	WI	Q		Equipment Installer
OH/MI	F	Stockroom Clerk	WI	Q		Network Technician
OH/MI	G	Database Representative	WI	Q		Sales and Service Technician I
OH/MI	G	DOR Clerk	WI	Q		Service Area Equipment Technician
OH/MI	I	Customer Relations Specialist	WI	R		Customer Engineer - Data Applications

The parties agree that the classifications of Cable Splicer and Senior Line Worker shall be reclassified to Senior Construction Technician.

Wage Schedule AA

Interval	Rate Through 6/17/2017	2.00% GWI Effective 6/18/2017	1.75% GWI Effective 2/11/2018	2.00% GWI Effective 2/10/2019	2.25% GWI Effective 2/9/2020
Start	\$12.92	\$13.18	\$13.41	\$13.68	\$13.98
6 Mo.	\$13.72	\$13.99	\$14.24	\$14.52	\$14.85
12 Mo.	\$14.61	\$14.90	\$15.16	\$15.47	\$15.81
18 Mo.	\$15.69	\$16.00	\$16.28	\$16.61	\$16.98
24 Mo.	\$16.86	\$17.20	\$17.50	\$17.85	\$18.25
30 Mo.	\$18.27	\$18.64	\$18.96	\$19.34	\$19.78
Top	\$19.91	\$20.31	\$20.66	\$21.08	\$21.55

Job Title: Seasonal Worker

Wage Schedule A

Interval	Rate Through 6/17/2017	2.00% GWI Effective 6/18/2017	1.75% GWI Effective 2/11/2018	2.00% GWI Effective 2/10/2019	2.25% GWI Effective 2/9/2020
Top	\$14.04	\$14.32	\$14.57	\$14.86	\$15.20

Job Title: Building Attendant

Wage Schedule B

Interval	Rate	2.00% GWI	1.75% GWI	2.00% GWI	2.25% GWI
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	Through 6/17/2017	Effective 6/18/2017	Effective 2/11/2018	Effective 2/10/2019	Effective 2/9/2020
Start	\$10.44	\$10.65	\$10.84	\$11.05	\$11.30
6 Mo.	\$10.98	\$11.20	\$11.40	\$11.62	\$11.89
12 Mo.	\$11.56	\$11.79	\$12.00	\$12.24	\$12.51
18 Mo.	\$12.22	\$12.46	\$12.68	\$12.94	\$13.23
24 Mo.	\$12.97	\$13.23	\$13.46	\$13.73	\$14.04
30 Mo.	\$13.81	\$14.09	\$14.33	\$14.62	\$14.95
Top	\$14.98	\$15.28	\$15.55	\$15.86	\$16.21

Job Title: Retail Sales **Specialist**

Wage Schedule C

Interval	Rate Through 6/17/2017	2.00%	1.75%	2.00%	2.25%
		GWI Effective 6/18/2017	GWI Effective 2/11/2018	GWI Effective 2/10/2019	GWI Effective 2/9/2020
Start	\$9.82	\$10.02	\$10.19	\$10.40	\$10.63
6 Mo.	\$10.74	\$10.95	\$11.15	\$11.37	\$11.63
12 Mo.	\$11.72	\$11.95	\$12.16	\$12.41	\$12.69
18 Mo.	\$12.83	\$13.09	\$13.32	\$13.58	\$13.89
24 Mo.	\$13.99	\$14.27	\$14.52	\$14.81	\$15.14
30 Mo.	\$15.27	\$15.58	\$15.85	\$16.16	\$16.53
36 Mo.	\$16.63	\$16.96	\$17.26	\$17.60	\$18.00
42 Mo.	\$18.17	\$18.53	\$18.86	\$19.23	\$19.67
Top	\$19.80	\$20.20	\$20.55	\$20.96	\$21.43

Job Titles: Customer Services Clerk, Data Review Clerk, Records Clerk, Typist Clerk

Wage Schedule C1

Interval	Rate Through 6/17/2017	2.00%	1.75%	2.00%	2.25%
		GWI Effective 6/18/2017	GWI Effective 2/11/2018	GWI Effective 2/10/2019	GWI Effective 2/9/2020
Start	\$9.61	\$9.80	\$9.97	\$10.17	\$10.40
6 Mo.	\$10.25	\$10.46	\$10.64	\$10.85	\$11.09
12 Mo.	\$10.99	\$11.21	\$11.41	\$11.63	\$11.90
18 Mo.	\$11.86	\$12.10	\$12.31	\$12.56	\$12.84
24 Mo.	\$12.86	\$13.12	\$13.35	\$13.61	\$13.92
30 Mo.	\$14.06	\$14.34	\$14.59	\$14.88	\$15.22
36 Mo.	\$15.51	\$15.82	\$16.10	\$16.42	\$16.79

42 Mo.	\$17.25	\$17.60	\$17.90	\$18.26	\$18.67
Top	\$19.48	\$19.87	\$20.22	\$20.62	\$21.09

Job Titles: Residential Sales & Service Consultant (Group A), Business Sales and Service Consultant (Group A)

Wage Schedule C2

Interval	Base Rate	2.00% GWI	1.75% GWI	2.00% GWI	2.25% GWI
	Through 6/17/2017	Effective 6/18/2017	Effective 2/11/2018	Effective 2/10/2019	Effective 2/9/2020
Start	\$11.28	\$11.51	\$11.71	\$11.94	\$12.21
Post Certification	\$12.36	\$12.61	\$12.83	\$13.08	\$13.38

Job Titles: Residential Sales & Service Consultant (Group B). **This title is eligible for additional base pay tied to performance. See Addendum 2, Section 4**

Wage Schedule C2b

Interval	Base Rate	2.00% GWI	1.75% GWI	2.00% GWI	2.25% GWI
	Through 6/17/2017	Effective 6/18/2017	Effective 2/11/2018	Effective 2/10/2019	Effective 2/9/2020
Start	\$15.04	\$15.34	\$15.61	\$15.92	\$16.28
Post Certification	\$16.12	\$16.44	\$16.73	\$17.06	\$17.45

Job Titles: Residential Sales & Service Consultant Offline (Group B), Business Sales & Service **Consultant** Offline (Group B)

Wage Schedule C3

Interval	Base Rate	2.00% GWI	1.75% GWI	2.00% GWI	2.25% GWI
	Through 6/17/2017	Effective 6/18/2017	Effective 2/11/2018	Effective 2/10/2019	Effective 2/9/2020
Start	\$11.82	\$12.06	\$12.27	\$12.51	\$12.79
Post Certification	\$12.89	\$13.15	\$13.38	\$13.65	\$13.95

Job Titles: Business Sales & Service Consultant (Group B). **This title is eligible for**

additional base pay tied to performance. See Addendum 2, Section 1.

Wage Schedule D

Interval	Rate Through 6/17/2017	2.00%	1.75%	2.00%	2.25%
		GWI Effective 6/18/2017	GWI Effective 2/11/2018	GWI Effective 2/10/2019	GWI Effective 2/9/2020
Start	\$11.56	\$11.79	\$12.00	\$12.24	\$12.51
6 Mo.	\$12.20	\$12.44	\$12.66	\$12.92	\$13.21
12 Mo.	\$12.93	\$13.19	\$13.42	\$13.69	\$14.00
18 Mo.	\$13.75	\$14.03	\$14.27	\$14.56	\$14.88
24 Mo.	\$14.71	\$15.00	\$15.27	\$15.57	\$15.92
30 Mo.	\$15.77	\$16.09	\$16.37	\$16.69	\$17.07
36 Mo.	\$17.05	\$17.39	\$17.70	\$18.05	\$18.46
42 Mo.	\$18.53	\$18.90	\$19.23	\$19.62	\$20.06
Top	\$20.29	\$20.70	\$21.06	\$21.48	\$21.96

Job Titles: Customer Care Representative, Dispatch Clerk, Division Clerk A

Wage Schedule D2

Interval	Rate Through 6/17/2017	2.00%	+ Market Adjustment	1.75%	2.00%	2.25%	Lump Sum Payment
		GWI Effective 6/18/2017	Effective 6/18/2017	GWI Effective 2/11/2018	GWI Effective 2/10/2019	GWI Effective 2/9/2020	Effective 2/9/2020*
Start	\$15.77	\$16.09	\$16.25	\$16.53	\$16.86	\$17.24	\$400.00
12 Mo.	\$17.05	\$17.39	\$17.56	\$17.87	\$18.23	\$18.64	\$400.00
24 Mo.	\$18.53	\$18.90	\$19.09	\$19.42	\$19.81	\$20.26	\$400.00
Top	\$20.29	\$20.70	\$20.90	\$21.26	\$21.69	\$22.17	\$400.00

Job Titles: **Facility Assigner (Group B)**

*** This \$400 lump sum payment will be paid to active full-time employees in the Facility Assigner classification on payroll as of February 9, 2020. The lump sum payment will be made on the pay check for the pay period including February 9, 2020, and will be less applicable deductions for federal and state income, social security, and Medicare taxes.**

Wage Schedule E

Interval	Rate Through 6/17/2017	2.00%	1.75%	2.00%	2.25%
		GWI Effective 6/18/2017	GWI Effective 2/11/2018	GWI Effective 2/10/2019	GWI Effective 2/9/2020
Start	\$13.37	\$13.64	\$13.88	\$14.15	\$14.47
6 Mo.	\$14.01	\$14.29	\$14.54	\$14.83	\$15.16
12 Mo.	\$14.63	\$14.92	\$15.18	\$15.49	\$15.84
18 Mo.	\$15.39	\$15.70	\$15.97	\$16.29	\$16.66
24 Mo.	\$16.16	\$16.48	\$16.77	\$17.11	\$17.49
30 Mo.	\$17.05	\$17.39	\$17.70	\$18.05	\$18.46
36 Mo.	\$18.03	\$18.39	\$18.71	\$19.09	\$19.52
42 Mo.	\$19.13	\$19.51	\$19.85	\$20.25	\$20.71
Top	\$20.38	\$20.79	\$21.15	\$21.57	\$22.06

Job Title: Reports and Records Clerk

Wage Schedule F

Interval	Rate Through 6/17/2017	2.00%	1.75%	2.00%	2.25%
		GWI Effective 6/18/2017	GWI Effective 2/11/2018	GWI Effective 2/10/2019	GWI Effective 2/9/2020
Start	\$11.92	\$12.16	\$12.37	\$12.62	\$12.90
6 Mo.	\$12.63	\$12.88	\$13.11	\$13.37	\$13.67
12 Mo.	\$13.38	\$13.65	\$13.89	\$14.16	\$14.48
18 Mo.	\$14.26	\$14.55	\$14.80	\$15.10	\$15.44
24 Mo.	\$15.23	\$15.53	\$15.81	\$16.12	\$16.49
30 Mo.	\$16.35	\$16.68	\$16.97	\$17.31	\$17.70
36 Mo.	\$17.60	\$17.95	\$18.27	\$18.63	\$19.05
42 Mo.	\$19.16	\$19.54	\$19.89	\$20.28	\$20.74
Top	\$20.97	\$21.39	\$21.76	\$22.20	\$22.70

Job Titles: Business Sales and Service Consultant Offline (Group A)*,
Construction Operations Center Clerk, Data Analysis Clerk, Division Clerk
B, General Reports Clerk, Maintenance Clerk, Residential Sales and

Service Consultant Offline (Group A)*, Senior Clerk, Stockroom Clerk

*** Business Sales and Service Consultant Offline (Group A) and Residential Sales and Support Consultant Offline (Group A) receive an additional \$0.50/hr**

Wage Schedule F1

Interval	Rate Through	2.00%	+ Market	1.75%	2.00%	2.25%	Lump
		GWI	Adjustmen	GWI	GWI	GWI	Sum
		Effective	t	Effective	Effective	Effective	Payment
		6/18/2017	Effective	Effective	Effective	Effective	Effective
	6/17/2017	6/18/2017	6/18/2017	2/11/2018	2/10/2019	2/9/2020	2/9/2020*
Start	\$11.92	\$12.16	\$12.28	\$12.49	\$12.74	\$13.03	\$400
6 Mo.	\$12.63	\$12.88	\$13.01	\$13.24	\$13.51	\$13.81	\$400
12 Mo.	\$13.38	\$13.65	\$13.78	\$14.02	\$14.30	\$14.62	\$400
18 Mo.	\$14.26	\$14.55	\$14.69	\$14.94	\$15.24	\$15.58	\$400
24 Mo.	\$15.23	\$15.53	\$15.68	\$15.96	\$16.28	\$16.64	\$400
30 Mo.	\$16.35	\$16.68	\$16.84	\$17.13	\$17.47	\$17.87	\$400
36 Mo.	\$17.60	\$17.95	\$18.13	\$18.45	\$18.82	\$19.24	\$400
42 Mo.	\$19.16	\$19.54	\$19.73	\$20.08	\$20.48	\$20.94	\$400
Top	\$20.97	\$21.39	\$21.60	\$21.98	\$22.42	\$22.92	\$400

Job Titles: **Facilities Assigner (Group A)**

*** This \$400 lump sum payment will be paid to active full-time employees in the Facility Assigner classification on payroll as of February 9, 2020. The lump sum payment will be made on the pay check for the pay period including February 9, 2020, and will be less applicable deductions for federal and state income, social security, and Medicare taxes.**

Wage Schedule G

Interval	Rate Through	2.00%	1.75%	2.00%	2.25%
		GWI	GWI	GWI	GWI
		Effective	Effective	Effective	Effective
		6/18/2017	6/18/2017	2/11/2018	2/10/2019
Start	\$12.34	\$12.59	\$12.81	\$13.06	\$13.36
6 Mo.	\$13.03	\$13.29	\$13.52	\$13.79	\$14.10
12 Mo.	\$13.87	\$14.15	\$14.39	\$14.68	\$15.01
18 Mo.	\$14.75	\$15.05	\$15.31	\$15.61	\$15.97
24 Mo.	\$15.77	\$16.09	\$16.37	\$16.69	\$17.07
30 Mo.	\$17.01	\$17.35	\$17.65	\$18.01	\$18.41
36 Mo.	\$18.34	\$18.71	\$19.03	\$19.41	\$19.85
42 Mo.	\$20.02	\$20.42	\$20.78	\$21.19	\$21.67
Top	\$21.95	\$22.39	\$22.78	\$23.24	\$23.76

Job Titles: Database Representative, DOR Clerk

Wage Schedule I

Interval	Rate Through 6/17/2017	2.00% GWI Effective 6/18/2017	1.75% GWI Effective 2/11/2018	2.00% GWI Effective 2/10/2019	2.25% GWI Effective 2/9/2020
Start	\$11.56	\$11.79	\$12.00	\$12.24	\$12.51
6 Mo.	\$12.28	\$12.53	\$12.74	\$13.00	\$13.29
12 Mo.	\$13.15	\$13.41	\$13.65	\$13.92	\$14.23
18 Mo.	\$14.11	\$14.39	\$14.64	\$14.94	\$15.27
24 Mo.	\$15.26	\$15.57	\$15.84	\$16.15	\$16.52
30 Mo.	\$16.58	\$16.91	\$17.21	\$17.55	\$17.95
36 Mo.	\$18.18	\$18.54	\$18.87	\$19.25	\$19.68
42 Mo.	\$20.18	\$20.58	\$20.94	\$21.36	\$21.84
Top	\$22.65	\$23.10	\$23.51	\$23.98	\$24.52

Job Title: Customer Relations Specialist

Wage Schedule L

Interval	Rate Through 6/17/2017	2.00% GWI Effective 6/18/2017	1.75% GWI Effective 2/11/2018	2.00% GWI Effective 2/10/2019	2.25% GWI Effective 2/9/2020
Start	\$11.88	\$12.12	\$12.33	\$12.58	\$12.86
6 Mo.	\$13.37	\$13.64	\$13.88	\$14.15	\$14.47
12 Mo.	\$14.87	\$15.17	\$15.43	\$15.74	\$16.10
18 Mo.	\$16.36	\$16.69	\$16.98	\$17.32	\$17.71
24 Mo.	\$17.85	\$18.21	\$18.53	\$18.90	\$19.32
30 Mo.	\$19.29	\$19.68	\$20.02	\$20.42	\$20.88
36 Mo.	\$20.77	\$21.19	\$21.56	\$21.99	\$22.48
42 Mo.	\$22.28	\$22.73	\$23.12	\$23.59	\$24.12
Top	\$23.78	\$24.26	\$24.68	\$25.17	\$25.74

Job Titles: Business Sales Support Specialist, Facilities Assigner/Cutter, General Utility Worker, Storeroom Attendant, Truck Driver

Wage Schedule M

Interval	Rate Through 6/17/2017	2.00%	1.75%	2.00%	2.25%
		GWI	GWI	GWI	GWI
		Effective 6/18/2017	Effective 2/11/2018	Effective 2/10/2019	Effective 2/9/2020
Start	\$13.72	\$13.99	\$14.24	\$14.52	\$14.85
6 Mo.	\$14.56	\$14.85	\$15.11	\$15.41	\$15.76
12 Mo.	\$15.50	\$15.81	\$16.09	\$16.41	\$16.78
18 Mo.	\$16.59	\$16.92	\$17.22	\$17.56	\$17.96
24 Mo.	\$17.83	\$18.19	\$18.50	\$18.87	\$19.30
30 Mo.	\$19.27	\$19.66	\$20.00	\$20.40	\$20.86
36 Mo.	\$21.01	\$21.43	\$21.81	\$22.24	\$22.74
42 Mo.	\$23.05	\$23.51	\$23.92	\$24.40	\$24.95
Top	\$25.52	\$26.03	\$26.49	\$27.02	\$27.62

Job Titles: Collector/Maintainer, Customer Care Advocate, Drafter, Public Access Sales Technician

Wage Schedule N

Interval	Rate Through 6/17/2017	2.00%	1.75%	2.00%	2.25%
		GWI	GWI	GWI	GWI
		Effective 6/18/2017	Effective 2/11/2018	Effective 2/10/2019	Effective 2/9/2020
Start	\$14.48	\$14.77	\$15.03	\$15.33	\$15.67
6 Mo.	\$15.44	\$15.75	\$16.02	\$16.34	\$16.71
12 Mo.	\$16.54	\$16.87	\$17.17	\$17.51	\$17.90
18 Mo.	\$17.78	\$18.14	\$18.45	\$18.82	\$19.25
24 Mo.	\$19.23	\$19.61	\$19.96	\$20.36	\$20.82
30 Mo.	\$21.01	\$21.43	\$21.81	\$22.24	\$22.74
36 Mo.	\$23.07	\$23.53	\$23.94	\$24.42	\$24.97
42 Mo.	\$25.55	\$26.06	\$26.52	\$27.05	\$27.66
Top	\$28.70	\$29.27	\$29.79	\$30.38	\$31.07

Job Titles: Construction Technician, Storekeeper, Vehicle Maintenance Mechanic

Wage Schedule O

Interval	Rate Through 6/17/2017	2.00%	1.75%	2.00%	2.25%
		GWI Effective 6/18/2017	GWI Effective 2/11/2018	GWI Effective 2/10/2019	GWI Effective 2/9/2020
Start	\$14.53	\$ 14.82	\$ 15.08	\$ 15.38	\$ 15.73
6 Mo.	\$15.52	\$ 15.83	\$ 16.11	\$ 16.43	\$ 16.80
12 Mo.	\$16.67	\$ 17.00	\$ 17.30	\$ 17.65	\$ 18.04
18 Mo.	\$17.97	\$ 18.33	\$ 18.65	\$ 19.02	\$ 19.45
24 Mo.	\$19.55	\$ 19.94	\$ 20.29	\$ 20.70	\$ 21.16
30 Mo.	\$21.38	\$ 21.81	\$ 22.19	\$ 22.63	\$ 23.14
36 Mo.	\$23.59	\$ 24.06	\$ 24.48	\$ 24.97	\$ 25.53
42 Mo.	\$26.29	\$ 26.82	\$ 27.29	\$ 27.83	\$ 28.46
48 Mo.	\$29.77	\$ 30.37	\$ 30.90	\$ 31.51	\$ 32.22

Job Titles: Facility Locate Assigner, Sales and Service Technician II*, Senior Construction Technician, Vehicle Maintenance Technician

***Wage Schedule O applies to all Sales & Service Technicians hired on or before 9/24/2013. For Sales and Service Technicians hired after 9/24/2013, see Wage Schedule OA**

Wage Schedule Oa

Interval	Rate Through 6/17/2017	2.00%	1.75%	2.00%	2.25%
		GWI Effective 6/18/2017	GWI Effective 2/11/2018	GWI Effective 2/10/2019	GWI Effective 2/9/2020
Start	\$14.53	\$14.82	\$15.08	\$15.38	\$15.73
6 Mo.	\$15.92	\$16.24	\$16.52	\$16.85	\$17.23
12 Mo.	\$17.31	\$17.66	\$17.97	\$18.32	\$18.74
18 Mo.	\$18.70	\$19.07	\$19.41	\$19.80	\$20.24
24 Mo.	\$20.09	\$20.49	\$20.85	\$21.27	\$21.75
30 Mo.	\$21.48	\$21.91	\$22.29	\$22.74	\$23.25
36 Mo.	\$22.87	\$23.33	\$23.74	\$24.21	\$24.76
42 Mo.	\$24.26	\$24.75	\$25.18	\$25.68	\$26.26
48 Mo.	\$25.65	\$26.16	\$26.62	\$27.15	\$27.76
54 Mo.	\$27.04	\$27.58	\$28.06	\$28.62	\$29.27
60 Mo.	\$28.43	\$29.00	\$29.51	\$30.10	\$30.77
Top	\$29.77	\$30.37	\$30.90	\$31.51	\$32.22

Job Titles: Sales and Service Technician II

* Wage Schedule OA applies to all Sales & Service Technicians hired after 9/24/2013. For Sales & Service Technicians hired on or before 9/24/2013, see Wage Schedule O.

Wage Schedule Q

Interval	Rate Through 6/17/2017	2.00%	1.75%	2.00%	2.25%
		GWI Effective 6/18/2017	GWI Effective 2/11/2018	GWI Effective 2/10/2019	GWI Effective 2/9/2020
Start	\$15.26	\$15.57	\$15.84	\$16.15	\$16.52
6 Mo.	\$16.28	\$16.61	\$16.90	\$17.23	\$17.62
12 Mo.	\$17.42	\$17.77	\$18.08	\$18.44	\$18.86
18 Mo.	\$18.81	\$19.19	\$19.52	\$19.91	\$20.36
24 Mo.	\$20.40	\$20.81	\$21.17	\$21.60	\$22.08
30 Mo.	\$22.25	\$22.70	\$23.09	\$23.55	\$24.08
36 Mo.	\$24.53	\$25.02	\$25.46	\$25.97	\$26.55
42 Mo.	\$27.30	\$27.85	\$28.33	\$28.90	\$29.55
Top	\$30.78	\$31.40	\$31.95	\$32.58	\$33.32

Job Titles: Building Services Technician, Construction Detailer, Equipment Installer, Network Technician, Sales and Service Technician I, Service Area Equipment Technician

Wage Schedule R

Interval	Rate Through 6/17/2017	2.00%	1.75%	2.00%	2.25%
		GWI Effective 6/18/2017	GWI Effective 2/11/2018	GWI Effective 2/10/2019	GWI Effective 2/9/2020
Start	\$15.48	\$15.79	\$16.07	\$16.39	\$16.76
6 Mo.	\$17.07	\$17.41	\$17.72	\$18.07	\$18.48
12 Mo.	\$18.83	\$19.21	\$19.54	\$19.93	\$20.38
18 Mo.	\$20.74	\$21.15	\$21.53	\$21.96	\$22.45
24 Mo.	\$22.90	\$23.36	\$23.77	\$24.24	\$24.79
30 Mo.	\$25.19	\$25.69	\$26.14	\$26.67	\$27.27
36 Mo.	\$27.78	\$28.34	\$28.83	\$29.41	\$30.07
42 Mo.	\$30.66	\$31.27	\$31.82	\$32.46	\$33.19
Top	\$33.80	\$34.48	\$35.08	\$35.78	\$36.59

Job Title: Customer Engineer - Data Applications

Addendum 2

1. BUSINESS SALES AND SERVICE CONSULTANTS

1.1 Effective on or after September 24, 2013 (the actual effective date to be determined at the Company’s discretion), the Business Sales and Service Consultant Groups will be re-named and receive wage treatment as follows:

- a. Business Sales and Service Consultant – Group 1 will be re-named to Business Sales and Service Consultant – Group A, and will be compensated according to the compensation structure provided for in Section 1.2..
- b. Business Sales and Service Consultant – Group 2 will be re-named to Business Sales and Service Consultant – Group B, and will be compensated according to the compensation structure provided for in Section 1.3. *New and existing bargaining unit employees hired into the Marion Business Sales and Service Center to perform sales and service work will be titled as Business Sales and Service Consultant – Group B.*

1.2 Group A Compensation Structure

- a. Effective on or after September 24, 2013 (the actual effective date to be determined at the Company’s discretion), all Business Sales and Service Consultants – Group A will be moved to wage schedule C1 and the Business Sales & Service Consultant – Group A Incentive Compensation Plan.
- b. Participation in the Business Sales & Service Consultant – Group A Incentive Compensation Plan is subject to the provisions of the Plan and the Business Sales & Service Consultant – Group A Incentive Compensation Plan MOA.

1.3 Group B Compensation Structure

- a. The applicable Base Wage Rates for Business Sales & Service Consultant – Group B employees are as follows:

Starting Base Wage Rate	Post-Certification Base Wage Rate	Silver Achievement Level	Gold Achievement Level
\$12.06*	\$13.15*	+ \$1.50/hr*	+ \$2.50/hr*

- i. Base Rate Changes (Achievement Levels) – Base rate achievement levels will be established quarterly based on the employee’s results in the preceding quarter, and will remain at the set rate for a period of three (3) months.
 - ii. Criteria for Silver and Gold Compensation Levels
 - The Company retains the right to determine the criteria to be used when determining Silver and Gold Compensation Levels. Such criteria may include, but are not limited to, the following: Revenue per Call (Net Sales per Call); Monthly Net Revenue; Calls per Hour; Average Handling Time; Availability; Quality (including Supervisory Observations); Close Ratios; Customer Satisfaction; After Call Work; Save Rates; First Call Resolution; Transfer Rate; Repeat Call Rate; and, Schedule Adherence.
 - The Company will provide advance notice of the criteria to be used in determining Silver and Gold compensation levels.
 - b. Business Sales and Service Consultant - Group B employees will participate in a commission plan developed by the Company.
 - i. The commission plan for the Business Sales and Service Consultant – Group B, including but not limited to the plan components, objectives, measurements, and target incentives, may differ from any incentive compensation plan(s) applied to Business Sales and Service Consultant – Group A
 - ii. The Company retains the right to develop and implement additional commission, incentive and/or performance plans and to modify or discontinue any established commission, incentive and/or performance plans as the needs of the business may dictate.
- 1.4 The duties of employees in the two (2) Business Sales & Service Consultant Groups are the same.
- a. Unless specifically provided otherwise, employees in the two (2) Business Sales & Service Consultant Groups will be considered one (1) classification.

- 1.5 The duties of employees in the two (2) Business Sales & Service Consultant Groups include, but are not limited to:
- a. Sales and billing/collections duties; and,
 - b. All duties of the Customer Care Advocate title, including but not limited to interfacing with customers regarding (and performing work associated with) pending orders, repair requirements and repair resolution.

The provisions of this Section 1 supersede any other provisions in the CBA that provide different treatment than is provided for above.

2. FACILITIES ASSIGNER AND FACILITIES ASSIGNER/CUTTER

- 2.1 The duties of employees in the Facilities Assigner/Cutter title include, but are not limited to all duties of the Facilities Assigner title and all duties of the Facility Locate Assigner title.
- a. The Facilities Assigner/Cutter will not receive upgrade pay when performing job duties that are also considered to be Facility Locate Assigner job duties in the Ohio/Michigan Division.

The provisions of this Section 2 supersede any other provisions in the CBA that provide different treatment than is provided for above.

3. RETAIL SALES SPECIALIST

- 3.1 Effective October 1, 2011, the Retail Sales Consultant classification was re-titled to Retail Sales Specialist. The Retail Sales Specialist classification is compensated according to the Compensation structure provided for in Section 3.2.

3.2 Retail Sales Specialist Compensation Structure

- a. The applicable Base Wage Rates for the Retail Sales Specialist classification appear in wage schedule B.
- b. Retail Sales Specialists will be eligible to participate in quarterly performance compensation Achievement Level adjustments:

Silver Achievement Level Hourly Differential	Gold Achievement Level Hourly Differential
+ \$1.75/hr*	+ \$3.00/hr*

- i. Base Rate Changes (Achievement Levels) – Base rate achievement levels will be established quarterly based on the employee’s results in the preceding quarter, and will remain at the set rate for a period of three (3) months.
- ii. Criteria for Silver and Gold Achievement Levels
 - The Company retains the right to determine the criteria to be used when establishing and/or modifying Silver and Gold Achievement Levels. Such criteria may include, but are not limited to, the following: Core Product Sales - to include Video, High Speed Internet, Home Phone Packages, Peace of Mind; Non-Core Product Sales – to include Voice Mail, Long Distance, Caller ID, and Inside Wire Maintenance.
 - ii. The Company will provide the union with advance notice of the criteria to be used in determining Silver and Gold achievement levels.
- c. *Retail Sales Specialist employees will be eligible to participate in the “Retail Sales Specialist Incentive Plan”, subject to the provisions of the Plan and the Retail Sales Specialist Incentive Plan MOA.*
 - i. *The Company retains the right to develop and implement additional commission, incentive and/or performance plans and to modify or discontinue any established commission, incentive and/or performance plans as the needs of the business may dictate.*

The provisions of this Section 3 supersede any provisions in the CBA that provide different treatment than is provided for above.

4. RESIDENTIAL SALES AND SERVICE CONSULTANTS

- 4.1 Effective on or after September 24, 2013 (the actual effective date to be determined at the Company’s discretion), the Residential

Sales and Service Consultant Groups will be re-named and receive wage treatment as follows:

- a. Effective on or after September 24, 2013 (the actual effective date to be determined at the Company's discretion), those employees in Residential Sales and Service Consultant – Group 1 will move to Residential Sales and Service Consultant – Group A, and the compensation structure provided for in Section 4.2. Residential Sales and Service Consultant – Group 1 will be eliminated from the agreement.
- b. Residential Sales and Service Consultant – Group 2 will be re-named to Residential Sales and Service Consultant – Group A, and will remain on the compensation structure provided for in Section 4.2.
- c. Residential Sales and Service Consultant – Group 3 will be re-named to Residential Sales & Service Consultant – Group B, and will remain on the compensation structure provided for in Section 4.3. *New and existing bargaining unit employees hired into the Marion Residential Sales and Service Center to perform sales and service work will be titled as Residential Sales and Service Consultant – Group B.*

4.2 Group A Compensation Structure

- a. The applicable Base Wage Rates for Residential Sales & Service Consultant – Group A appear in wage schedule C1.
- b. Residential Sales and Service Consultant – Group A employees will be eligible to participate in the Residential Sales and Service Consultant – Group A Incentive Compensation Plan, subject to the provisions of the Plan and the Residential Sales and Service Consultant – Group A Incentive Compensation Plan MOA.

4.3 Group B Compensation Structure

- a. The applicable Base Wage Rates for Residential Sales & Service Consultant – Group B employees are as follows:

Starting Base Wage Rate	Post-Certification Base Wage Rate	Silver Achievement Level	Gold Achievement Level
\$11.51*	\$12.61*	+ \$1.50/hr*	+ \$2.50/hr*

- i. Base Rate Changes (Achievement Levels) – Base rate achievement levels will be established quarterly based on the employee’s results in the preceding quarter, and will remain at the set rate for a period of three (3) months.
 - ii. Criteria for Silver and Gold Compensation Levels
 - The Company retains the right to determine the criteria to be used when determining Silver and Gold Compensation Levels. Such criteria may include, but are not limited to, the following: Revenue per Call (Net Sales per Call); Monthly Net Revenue; Calls per Hour; Average Handling Time; Availability; Quality (including Supervisory Observations); Close Ratios; Customer Satisfaction; After Call Work; Save Rates; First Call Resolution; Transfer Rate; Repeat Call Rate; and, Schedule Adherence.
 - The Company will provide advance notice of the criteria to be used in determining Silver and Gold compensation levels.
 - b. Residential Sales and Service Consultant - Group B employees will participate in a commission plan developed by the Company.
 - i. The commission plan for the Residential Sales and Service Consultant – Group 3, including but not limited to the plan components, objectives, measurements, and target incentives, may differ from any incentive compensation plan(s) applied to Residential Sales & Service Consultant – Group A employees or to employees in other job titles.
 - ii. The Company retains the right to develop and implement additional commission, incentive and/or performance plans and to modify or discontinue any established commission, incentive and/or performance plans as the needs of the business may dictate.
- 4.4 The duties of employees in the two (2) Residential Sales & Service Consultant Groups are the same.

- a. Unless specifically provided otherwise, employees in the two (2) Residential Sales & Service Consultant Groups will be considered one (1) classification.
- 4.5 The duties of employees in the two (2) Residential Sales & Service Consultant Groups include, but are not limited to:
- a. Sales and billing/collections duties; and,
 - b. All duties of the Customer Care Advocate, including but not limited to interfacing with customers regarding (and performing work associated with) pending orders, repair requirements and repair resolution.

The provisions of this Section 4 supersede any provisions in the CBA that provide different treatment than is provided for above.

- 4. Employees on the Company's active payroll on August 1, 2013, will be paid a lump sum wage payment of one percent (1%) of the employee's base hourly wage rate immediately following the ratification of this Memorandum of Agreement times two thousand eighty (2080), less applicable deductions for Federal, State, and local income, Social Security, and Medicare taxes. Such payment will be made no later than November 1, 2013.