

Agreement between



Frontier Communications

and

**International Brotherhood of Electrical Workers
(Local Unions 89 and 543)**



Multi-Unit IBEW/Frontier Agreement # 3 ("MIFA # 3")

**Effective May 30, 2021
through May 31, 2025**

FINAL

With Appendix 3:

IBEW Local 543 – Blythe/Needles/Parker Provisions

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ARTICLE 1. RECOGNITION

- 1.1 The parties to this Multi-Unit Frontier IBEW Agreement # 3 (hereinafter "MIFA # 3") are Frontier Communications of the Northwest Inc. and Frontier Communications of the Southwest Inc. (hereinafter collectively referred to as "the Company" or "Frontier") **and Citizens Telecommunications of California Inc., d.b.a. Frontier Communications** and the International Brotherhood of Electrical Workers, AFL-CIO ("IBEW"), Local Unions 89 and 543 (hereinafter collectively referred to as "the Union").
- 1.2 The Company recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours and other conditions of employment for employees in the bargaining units as defined in the following provisions of the former individual collective bargaining agreement between Frontier Communications of the Northwest Inc. and IBEW Local Union 89 and the former individual collective bargaining agreements between Frontier Communications of the Southwest Inc. **and Citizens Telecommunications of California Inc., d.b.a. Frontier Communications** and IBEW Local Union 543:
- A. Article 1, Section 1.1 of the former individual collective bargaining agreement between Frontier Communications of the Northwest Inc. and IBEW Local Union 89 commonly referred to as the "Northwest IBEW" agreement;
 - B. The Recognition Clause contained in the Preamble to, and Exhibit 1 ("Job Classifications") of, the former individual collective bargaining agreement between Frontier Communications of the Southwest Inc. **and Citizens Telecommunications of California Inc., d.b.a. Frontier Communications** and IBEW Local Union 543 commonly referred to as the "Blythe/Parker" agreement; and,
 - C. The Recognition Clause contained in the Preamble to, and Exhibit 1 ("Job Classifications") of, the former individual collective bargaining agreement between Frontier Communications of the Southwest Inc. and IBEW Local Union 543 commonly referred to as the "Gardnerville" agreement;
- 1.3 This Agreement is made **this 28th day of July, 2021** by and between the authorized representatives of the Company and the Union.

ARTICLE 2. STRUCTURE OF AGREEMENT

- 2.1 Unless they expressly state otherwise, the terms and conditions of MIFA # 3 apply to each of the bargaining units recognized in the former individual collective bargaining agreement between Frontier Communications of the Northwest Inc. and IBEW Local Union 89 and in the former individual collective bargaining agreements between Frontier Communications of the

Southwest Inc. and IBEW Local Union 543, each of which, as amended in MIFA # 3 negotiations between the parties, appear in the Appendices to this Agreement.

- 2.2 To the extent that the terms and conditions of MIFA # 3 do not affect the terms and conditions of the former individual collective bargaining agreements, as amended in MIFA # 3 negotiations, that appear in the Appendices to this Agreement, the terms and conditions of those former individual collective bargaining agreements which have not by their own terms expired shall continue in full force and effect with respect to the bargaining unit each covers. In the event of a conflict between the terms and conditions of MIFA # 3 and the terms and conditions of any of the former individual collective bargaining agreements that appear in the Appendices to this Agreement, the terms and conditions of MIFA # 3 shall be controlling.

ARTICLE 3. PRINCIPLES FOR THE ASSIGNMENT OF WORK

- 3.1 In assigning work to employees, the primary objective is to utilize employees in a common sense manner to complete work, wherever possible, in a single dispatch or work assignment.
 - A. 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.
- 3.2 Accordingly, when an employee is assigned work within his or her job classification, and it is necessary, in order to complete that entire job or work assignment, for the employee to perform work outside of his or her classification, the employee may perform (or be assigned to perform) any of the associated out-of-classification 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.
 - A. Employees are expected to continue the practice of notifying their supervisor if they believe they are unable to safely complete an entire job in a single dispatch or work assignment due to unsafe conditions or due to lack of experience, qualifications and/or equipment.
- 3.3 In order to complete a job in a single dispatch and/or work assignment, as provided for in Section 3.2 above, if an employee needs to perform work that is normally performed by a different classification and/or work group, the employee may complete the job during the scheduled and nonscheduled hours of the classification and/or work group that would normally perform the work in question.

3.4 When local management plans to implement the assignment principles contained in this Article in a particular work group or groups, the Local Union will be notified of such plans within a reasonable time frame in advance. Local management and union representatives 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, the local management and union representatives will meet periodically to discuss the progress being made and any concerns over the implementation. Representatives of the Local Union may be present for the meetings described above.

3.5 Certification Differential for Sales & Service Technician I, Sales and Service Technician II, Special Services Technicians, Equipment Technicians, **Business Response Specialists and Network Technicians**

A. In order to promote the implementation of the provisions of this Article and encourage employees to voluntarily acquire additional training and the associated skills, the Company will increase the base hourly wage rate of those Sales and Service Technician I, Sales and Service Technician II, Special Services Technicians and Equipment Technicians who achieve and maintain the following certification(s):

- (1) Comp TIA A+ \$0.25 per hour
- (2) Comp TIA Network + \$0.25 per hour
- (3) Comp TIA Security + \$0.25 per hour
- (4) CWTS \$0.25 per hour**
- (5) MEF2-CECP-2.0 \$0.25 per hour**

For any employee who achieves and maintains all five (5) of the above, the Company shall provide an incremental \$0.25 above the \$1.25

Employees who have previously acquired, and maintain, CCNA certification will continue to be paid a differential of \$0.50 per hour.

The Company will increase the base hourly wage rate of those Business Response Specialists and Network Technicians who achieve and maintain either or both certifications (2) and (3) from the list of certifications above.

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.

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

ARTICLE 4. BUSINESS ATTIRE

- 4.1 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 4.2 below.
- 4.2 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 Pants
 - D. 7 Shirts (any combination of polo, long-sleeve work shirt, short-sleeve work shirt)
 - E. Other uniform items (such as promotional items) may be available from time to time.
 - * When Retail Store employees are designated to participate in the Business Attire program, the Retail Store employee apparel allotment will be limited to shirts, and such employees will be allowed to order 5 shirts annually, and on an "as needed" basis.
 - F. The parties agree that uniform pants will not be provided during the term of the **2021-2025** CBA. Instead, employees will be permitted to wear jeans (or Carhartt, Dickies, or the like) for the term of the CBA. Jeans and other pants must be presentable, have no rips or tears, and pose no safety risk.
 - G. Management may approve employees wearing shorts. The employees provide shorts at their own cost. All shorts must be presentable and approved by local management.
- 4.3 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.
- 4.4 Employees will be responsible for the laundering of uniform items unless the Company makes other arrangements for laundering.
 - 4.5 Uniforms shall be worn so as to have a consistent appearance throughout the workforce and may not be altered in any way by employees.
 - 4.6 Shirts will include identification of the IBEW (including the appropriate Local number if requested by the Union) on the shirt sleeve.
 - 4.7 Hats are not required to be worn as a part of the Business Attire program. Should an employee elect to wear a hat, the hat must be a Frontier hat provided through the Business Attire program.

ARTICLE 5. HEALTH AND BASIC LIFE INSURANCE BENEFITS

- 5.1 Medical, Dental & Vision Benefits
 - A. Effective March 1, 2014, the NECA Family Medical Plan # 16 (hereinafter referred to as the “NECA Health Plan”) will be the only negotiated Plan for all Medical (including Prescription Drug), Dental and Vision (hereinafter collectively referred to as “Health”) Benefits offered to employees in the Northwest, Blythe/Parker and Gardnerville bargaining units.
 - B. Eligibility:
 - i. Regular Full-time Employees (and through August 18, 2014, Regular Part-time Employees), and their dependents, will be eligible to participate in Health Benefits after ninety (90) days from date of hire or when the employee enrolls, whichever is later.
 - ii. Effective August 19, 2014, Regular Part-time Employees, and their dependents, will be eligible to participate in Health Benefits to the

extent required by and in accordance with the Patient Protection and Affordable Care Act (PPACA).

- iii. Employee dependent child eligibility will be provided to the extent required by law (currently, age 26 for medical benefits), but in any event dependent children will be eligible for coverage if they are unmarried and either under the age of nineteen (19); or, under the age of twenty-three (23) and attending (on a full-time basis) an accredited secondary school, college, university or nursing school.

C. Premium Contributions:

- i. Effective March 1, 2014, the Company and employees will contribute toward the premium costs of the NECA Health Plan for eligible Regular employees in accordance with this Section.
- ii. Premium Contribution Rates for Regular Full-time Employees. Company and employee contribution rates toward the premium cost of the NECA Health Plan for the enrollment tier selected by the employee (Employee Only, Employee + Spouse, Employee + Child(ren), or Family) will be as follows:
 - (a) For the remainder of the **2021** Plan Year, the Company contribution will be **85%** of the **2021** "Company Premium Caps", which for each enrollment tier are either (1) the actual NECA Plan 16 Premiums as of January 1, **2021**, for that enrollment tier or (2) the **2020** Company Premium Cap for that enrollment tier increased by 7.0%, whichever is lower. The Employee contribution amount will be the remainder of the actual **2021** NECA Plan 16 Premium.
 - (b) Commencing on **January 1, 2022**, the Company contribution will be **84%** of the **2022** "Company Premium Caps", which for each enrollment tier are either (1) the actual NECA Plan 16 Premiums as of January 1, **2022**, for that enrollment tier or (2) the **2021** Company Premium Cap for that enrollment tier increased by 7.0%, whichever is lower. The Employee contribution amount will be the remainder of the actual **2022** NECA Plan 16 Premium.
 - (c) Commencing on January 1, **2023** the Company contribution will be **83%** of the **2023** "Company Premium Caps", which for each enrollment tier are either (1) the actual NECA Plan 16 Premiums as of January 1, **2023**, for that enrollment tier or (2) the **2022** Company Premium Cap for that enrollment tier increased by 7.0%, whichever is lower. The Employee

contribution amount will be the remainder of the actual **2023** NECA Plan 16 Premium.

- (d) Commencing on January 1, **2024** the Company contribution will be **82%** of the **2024** “Company Premium Caps”, which for each enrollment tier are either (1) the actual NECA Plan 16 Premiums as of January 1, **2024**, for that enrollment tier or (2) the **2023** Company Premium Cap for that enrollment tier increased by 7.0%, whichever is lower. The Employee contribution amount will be the remainder of the actual **2024** NECA Plan 16 Premium.
- (e) Commencing on January 1, **2025**, the Company contribution will be **81%** of the **2025** “Company Premium Caps”, which for each enrollment tier are either (1) the actual NECA Plan 16 Premiums as of January 1, **2025**, for that enrollment tier or (2) the **2024** Company Premium Cap for that enrollment tier increased by 7.0%, whichever is lower. The Employee contribution amount will be the remainder of the actual **2025** NECA Plan 16 Premium.

Note: The NECA Plan 16 Premiums are the actual monthly premiums for the four (4) NECA Plan 16 coverage levels for any given calendar year, as determined by the FMCP (which has guaranteed a rate methodology through the end of 2017 which pools the various plans offered by the FMCP as one group for rate increase computation purposes).

iii. Company Premium Contribution Rates for Regular Part-time Employees.

- a) For the remainder of the **2021 Calendar Year: 50%** of the **2021** monthly “Company Premium Caps”, as defined in 5.1C. ii (a), above.
- (b) Commencing on January 1, **2022: 50%** of the **2022** monthly “Company Premium Caps”, as defined in 5.1C. ii (b), above.
- (c) Commencing on January 1, **2023: 50%** of the **2023** monthly “Company Premium Caps”, as defined in 5.1C. ii (c), above.
- (d) Commencing on January 1, **2024: 50%** of the **2024** monthly “Company Premium Caps”, as defined in 5.1C. ii (d), above.
- (e) Commencing on January 1, **2025: 50%** of the **2025** monthly “Company Premium Caps”, as defined in 5.1C. ii (e), above.

- iv. Tobacco User Premium: Effective March 1, 2014, and thereafter, Regular Full-time and Regular Part-time employees and/or covered spouses who are enrolled in the NECA Health Plan or a non-negotiated Medical Plan and who use tobacco will also pay a supplemental tobacco user premium equal to 10% of that Medical Plan's monthly premium cost for *single* coverage.
- v. Premium Contribution Rates for Non-Negotiated Health Plans.
- (a) To the extent (if any) that the Company chooses to offer a separate, non-negotiated alternative Health plan or plans and an eligible employee chooses to participate in a non-negotiated Health plan in lieu of the NECA Health Plan:
- Company and employee premium contribution rates will be the same as those for the NECA Health Plan, provided, however, that the Company contribution toward the non-negotiated plan premium shall not exceed the equivalent of the Company premium contribution towards the NECA Health Plan for the enrollment tier selected by the employee.
 - The employee is responsible for any premium cost above and beyond the Company contribution for the NECA Health Plan – in other words, the non-negotiated plan will be a “buy-up” if the premium for the non-negotiated plan is higher than the premium for the NECA Health Plan.
- (b) The Company retains complete discretion regarding the terms and/or continuation of any non-negotiated plan or program the Company has offered, or may elect to offer, to employees. No matter or matters concerning such non-negotiated plan(s) or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the MIFA # 3 Collective Bargaining Agreement.
- vi. When used herein, the term “premium” shall also mean “premium equivalent” in the case of a plan(s) that is self-funded.

D. Opt Out and Wellness Credits:

- i. Opt Out Credit: Employees may opt out of NECA Health Plan coverage. Effective with the 2015 Plan Year, in situations where an employee elects not to enroll himself/herself and his/her eligible dependents in the NECA Health Plan (or in any non-negotiated Medical Plan offered by the Company), the employee is eligible for an annual “opt out” credit of seven hundred dollars (\$700).
- (a) This opt out credit may be prorated and given to the employee over twelve (12) months on his/her bi-weekly paycheck.

- (b) In order to be eligible for this credit, the employee will be required to provide satisfactory evidence of medical coverage upon request.
- ii. Wellness Credit: Employees and their spouses who enroll in the NECA Health Plan are each eligible to receive a \$75 “wellness” credit per calendar year.
 - (a) This wellness credit is considered taxable income and will be paid to the employee on his/her regular bi-weekly paycheck.
 - (b) In order to be eligible for this credit, the employee or the employee’s spouse must complete an annual physical exam, including biometric measurements, as defined by the Company using applicable ICD-9 Codes. The maximum wellness credit receivable per calendar year by any one (1) employee is \$150 (\$75 for an eligible employee and \$75 for an eligible spouse).
 - (c) The spousal wellness credit does not apply if both the employee and the employee’s spouse are Frontier employees, since each spouse is himself or herself eligible as an employee for the credit.
 - (d) Payment of the Wellness Credit is dependent upon either FMCP or the Health Plan Administrator(s) providing the Company with a quarterly file feed of employees’ and employee spouses who have qualified for this Credit.

E. Medical Plan Spousal Surcharge:

- i. In situations where an employee elects to cover his/her spouse in the NECA Health Plan or any non-negotiated alternative medical plan offered by the Company AND the spouse is also eligible for medical coverage from his/her employer but does not enroll in such coverage, a \$40 per month “spousal surcharge” will apply, except as otherwise provided in this Section.
 - (a) This spousal surcharge may be prorated and deducted from the employee’s bi-weekly paycheck.
- ii. The spousal surcharge will not apply in either of the following independent circumstances:
 - (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.

- iii. 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 will not apply if both spouses are union-represented Frontier employees under the MIFA # 3 Collective Bargaining Agreement.
 - (b) The spousal surcharge will 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.

F. Surviving Spouse and Dependent Continuation of Coverage:

- i. Eligible surviving spouses and dependents of an active employee who participated in the NECA Health Plan or any non-negotiated Health plan(s) will be provided with continuation of coverage under that Plan(s), as offered to active employees, for eighteen (18) months following the death of the employee.
- ii. Surviving spouses and dependents receiving such coverage will be responsible for payment of the employee's Plan premium contribution(s) for the selected enrollment tier on the same basis as an active employee.

G. NECA Health Plan Design Summary:

- i. The FMCP will supply a copy of the NECA Health Plan Design Summary to employees who participate in the Plan.

5.2 Company-Paid Basic Life Insurance

A. During the term of this Agreement, the Company agrees to continue a Basic Life Insurance Plan. The Company agrees to negotiate with the Union any changes in such plan that would decrease the benefits herein contrary to the provisions of this Article.

B. Eligibility:

- i. Regular Full-time Employees (and, through August 19, 2014, Regular Part-time Employees) will be eligible for Basic Life Insurance coverage after ninety (90) days from date of hire or when the employee enrolls, whichever is later.

C. Coverage Level:

- i. Effective January 1, 2015, Company-Paid Basic Life Insurance (Years of Service-based Benefit) coverage will be as follows:

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

- 5.3 Enrollment in the Plans provided for under this Article 5 will be in accordance with the usual and customary procedures of the carrier(s).
- 5.4 The Health and Basic Life Insurance Plans will be administered solely in accordance with the Plan provisions, and no matter concerning the Plans or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the applicable local Collective Bargaining Agreement. Except to the extent authority is vested in the FMCP with respect to NECA Plan 16, the selection of the Plan Administrator(s) and/or Carrier(s) including the preferred provider network, the administration of the Plans and all the terms and conditions relating thereto, the premium rates or other related matter as initiated by the Administrator(s)/Carrier(s), 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.

ARTICLE 6. LONG TERM DISABILITY BENEFIT

- 6.1 The provisions of this Article 6, "Long Term Disability Benefit", apply to the Northwest and Gardnerville bargaining units only. Applicable Long Term Disability provisions for the Blythe/Parker bargaining unit are contained in Article 20, "Disability Benefits", of the Blythe/Parker appendix to the MIFA # 3 Agreement.
- 6.2 The Company will offer a Company-paid Long Term Disability (LTD) benefit to all regular full-time employees in the Northwest and Gardnerville bargaining units with one (1) or more year(s) of service.
- A. For the Northwest bargaining unit, this benefit will be effective January 1, 2015.
- 6.3 Employees must meet all eligibility requirements under the Company-paid Long-Term Disability Plan ("LTD Plan") in order to qualify for LTD benefits.
- 6.4 Approved LTD benefits may commence after the 26-week Short Term Disability period provided for in the local Collective Bargaining Agreement

and will continue as long as the employee meets the definition of disability under the LTD Plan or normal retirement age. Pre-existing conditions, as defined by the LTD Plan, are excluded from coverage under the LTD plan.

- 6.5 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 26-week Short Term Disability period) upon "recovery" or, if medically restricted, to any available position consistent with the employee's restrictions and qualifications.
- 6.6 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 \$3,000 per month for disabilities commencing on or before December 31, 2014 (Gardnerville bargaining unit only), and up to a maximum of \$2,083 per month for disabilities commencing on or after January 1, 2015.
 - A. 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), and any other plan which provides income benefits.
- 6.7 When the employee is receiving benefits under the Company's LTD Plan, he/she shall have the same level of medical, dental, vision and life insurance benefits continued for the period of the leave or up to 29 months from the date of disability (inclusive of the 26-week Short Term Disability period), whichever is less, as a "bridge" to Medicare.
 - A. Such employee will make premium contributions at the same level as active employees are at the time.
 - B. Continued medical, dental, vision and life insurance benefits coverage is dependent upon the employee's LTD status remaining "approved".
- 6.8 The amount and availability of benefits under the LTD Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the LTD Plan, selection of the insurance carrier, eligibility for the benefits, cost of coverage, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the local Collective Bargaining Agreements.

ARTICLE 7. RETIREMENT BENEFITS

7.1 Pension Plan(s)

A. During the term of this Agreement, the Company agrees to continue in effect the applicable Plan for Employees' Pensions as provided herein and subject to the terms of the applicable Summary Plan Description(s).

B. Pension Plan Eligibility

i. Northwest Bargaining Unit

- (a) Regular full-time and regular part-time employees under the Northwest local contract on August 19, 2014, who, under the terms of the applicable Plan for Employees' Pensions for the Northwest bargaining unit, meet all eligibility requirements may participate in the applicable Plan for Employees' Pensions for the Northwest bargaining unit.
- (b) Employees hired into the Northwest local contract after August 19, 2014, are not eligible to participate in the Plan for Employee's Pensions, except as provided in Section 7.1B.i.(c), below.
- (c) Former Frontier employees with prior Accredited Service in the applicable Plan for Employees' Pensions for the Northwest bargaining unit who are re-hired as regular full-time employees in the Northwest bargaining unit after August 19, 2014, may be eligible to participate in the applicable Plan for Employees' Pensions for the Northwest bargaining unit in accordance with Section 7.1B.i.(a), above, as determined by the employee's Accredited Service on the date of re-hire and the terms of the applicable Plan for Employees' Pensions for the Northwest bargaining unit.
- (d) Regular full-time and regular part-time employees under the Northwest local contract on August 19, 2014, shall be afforded a one-time option after August 19, 2014, to elect to opt out of pension coverage and elect to participate in the Frontier Communications Savings Plan with Company match. The election to opt out, once made, cannot be revoked. As of the date on which this change takes effect, any employee who has chosen to opt out of pension coverage shall cease to accrue any additional benefit under the 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 vesting service in accordance with the terms

of the applicable Plan for Employees' Pensions which provides for full vesting after 5 years. As of that same effective date, the employee will become eligible for a Company match under the Frontier Communications Savings Plan in accordance with Section 7.2B of this Article.

ii. Gardnerville Bargaining Unit

- (a) Regular full-time and regular part-time employees under the Gardnerville local contract on September 10, 2010 who, under the terms of the applicable Plan for Employees' Pensions for the Gardnerville bargaining unit, meet all eligibility requirements may participate in the applicable Plan for Employees' Pensions for the Gardnerville bargaining unit.
- (b) Employees hired into the Gardnerville local contract after September 10, 2010, are not eligible to participate in the Plan for Employee's Pensions, except as provided in Section 7.1B. ii. (c), below.
- (c) Former Frontier employees with prior Accredited Service in the applicable Plan for Employees' Pensions for the Gardnerville bargaining unit who are re-hired as regular full-time employees in the Gardnerville bargaining unit after September 10, 2010, may be eligible to participate in the applicable Plan for Employees' Pensions for the Gardnerville bargaining unit in accordance with Section 7.1B.ii.(a), above, as determined by the employee's Accredited Service on the date of re-hire and the terms of the applicable Plan for Employees' Pensions for the Gardnerville bargaining unit.

iii. Blythe/Parker Bargaining Unit

- (a) Regular full-time employees under the Blythe/Parker local contract on June 30, 2010 who, under the terms of the applicable Plan for Employees' Pensions for the Blythe/Parker bargaining unit, meet all eligibility requirements may participate in the applicable Plan for Employees' Pensions for the Blythe/Parker bargaining unit.
- (b) Employees hired into the Blythe/Parker local contract after June 30, 2010, are not eligible to participate in the Plan for Employee's Pensions, except as provided in Section 7.1B.iii. (c), below.
- (c) Former Frontier employees with prior Accredited Service in the applicable Plan for Employees' Pensions for the Blythe/Parker bargaining unit who are re-hired as regular full-time employees in the Blythe/Parker bargaining unit after June 30, 2010, may be eligible to participate in the applicable Plan for Employees'

Pensions for the Blythe/Parker bargaining unit in accordance with Section 7.1B.iii.(a), above, as determined by the employee's Accredited Service on the date of re-hire and the terms of the applicable Plan for Employees' Pensions for the Blythe/Parker bargaining unit.

C. Lump Sum Payments in Lieu of Wages

- i. Lump sum payments in lieu of wages will be included in Monthly Compensation for pension purposes.

D. Pension Minimums

- i. The annual minimum pension for eligible employees who retired on or after July 1, 2010, through December 31, 2010, under the Northwest local contract (on or after July 1, 2010, through August 18, 2014, under the Gardnerville or Blythe/Parker local contracts) is as follows:

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

- ii. The annual minimum pension for eligible employees who retire on or after January 1, 2011 under the Northwest, **Gardnerville or Blythe/Parker/Needles** local through December 27, 2017, is as follows:

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

- iii. The annual minimum pension for eligible employees who retire on or after December 28, 2017 under the Northwest, **Gardnerville or Blythe/Parker/Needles** local contract is as follows:

<u>Years of Accredited Service</u>	<u>Annual Minimum Pension</u>
40 or more years	\$14,600
35 but less than 40 years	\$12,800
30 but less than 35 years	\$11,100
25 but less than 30 years	\$9,300
20 but less than 25 years	\$7,500
15 but less than 20 years	\$5,900

- iv. Either party may terminate these annual minimum pension provisions by sending written notice to the other party not less than sixty (60) days prior to any date thereafter on which such cancellation is to become effective.
- E. The amount and availability of benefits under the applicable Pension Plan are governed by the provisions of the applicable Pension Plan and are subject to ERISA, the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the applicable 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 applicable Pension Plan, the calculation of the lump sum benefit, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the applicable Pension Plan shall rest with the applicable plan fiduciaries of the applicable Pension Plan and shall not be subject to the grievance or arbitration procedures set forth in the applicable local Collective Bargaining Agreement.

7.2 Frontier Communications Savings Plan

- A. Frontier will make the Frontier Communications Savings Plan (“401(k) Plan” or “FCSP”) available to regular full-time and regular part-time hourly employees of the Company who are covered by one of the local Collective Bargaining Agreements, subject to the following provisions and the provisions of the Frontier Communications Savings Plan MOA, which expires on **May 31, 2025**.
- B. Employees who participate in the 401(k) Plan will receive a Company match in accordance with the terms of the Frontier Communications Savings Plan (Company Match) MOA, which expires on **May 31, 2025**, and the terms of the 401(k) Plan.
- C. Lump Sum Payments in Lieu of Wages
 - i. Lump sum payments in lieu of wages will be included in Monthly Compensation for FCSP contributions.
- D. The FCSP will be administered solely in accordance with its provisions and no matter concerning the FCSP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the applicable local Collective Bargaining Agreement but rather shall be governed by the terms and conditions of the FCSP and the interpretation of the FCSP Committee.

- E. Additional details concerning the 401(k) Plan and the 401(k) Company match can be found in the Plan Document and in the Frontier Communications Savings Plan and Frontier Communications Savings Plan Company Match MOAs, which expire on May 31, 2025.

7.3 Retiree Medical Benefits MOA

- A. The Company will make Retiree Medical Insurance, including prescription drug coverage, available to eligible participants in the Northwest and Gardnerville bargaining units, subject to the provisions of this Section 7.3 and the provisions of the Retiree Medical Benefits MOA, which expires on **May 31, 2025**.

B. Retiree Medical Insurance Eligibility

- i. Northwest Bargaining Unit: Regular full-time and regular part-time employees hired into the Northwest local contract on or before August 19, 2014, who are eligible to participate in the applicable provisions of the Frontier Communications Pension Plan and who retire under the Northwest local contract, with a service or disability pension under the applicable provisions of the Frontier Communications Pension Plan and their beneficiaries, will be eligible for Retiree Medical Insurance Coverage beginning on the first day of the month following the employee's retirement date until the employee becomes eligible for Medicare, subject to Section 7.3Biii, below. All other employees under the Northwest local contract are not eligible for Retiree Medical Insurance Coverage.
- ii. Gardnerville Bargaining Unit: Regular full-time and regular part-time employees hired into the Gardnerville local contract on or before September 10, 2010, who are eligible to participate in the applicable Plan for Hourly Employees' Pensions and who retire under the Gardnerville local contract with a service or disability pension under the applicable provisions of the Frontier Communications Pension Plan and their beneficiaries, will be eligible for Retiree Medical Insurance Coverage beginning on the first day of the month following the employee's retirement date until the employee becomes eligible for Medicare, subject to Section 7.3Biii, below. All other employees under the Gardnerville local contract are not eligible for Retiree Medical Insurance Coverage.
- iii. Continued eligibility for Retiree Medical Insurance Coverage is dependent upon otherwise eligible employees remaining under the Northwest local contract and/or the Gardnerville local contract continuously through their final separation from the Company in connection with an eligible retirement.
- iv. Employees under the Blythe/Parker local contract are not eligible for Retiree Medical Insurance Coverage.

- C. Additional details concerning Retiree Medical Insurance Coverage can be found in the Retiree Medical Benefits-MOA, which expires on May 31, 2025 .

7.4 Retiree Life Insurance

- A. The Company will make Retiree Life Insurance available to eligible participants in the Northwest and Gardnerville bargaining units, subject to the provisions of this Section 7.4.

- B. Retiree Life Insurance Eligibility

- i. Employees who are eligible for Retiree Medical Insurance Coverage in accordance with Section 7.3B, above, are also eligible for Retiree Life Insurance Coverage. All other employees are not eligible for Retiree Life Insurance Coverage.

- C. Retiree Life Insurance Benefit

- i. Through August 19, 2014, the Retiree Life Insurance benefit will be \$10,000 for eligible participants under the Northwest local contract and \$5,000 for eligible participants under the Gardnerville local contract.
 - ii. Effective August 20, 2014, the Retiree Life Insurance benefit will be \$7,500 for eligible participants under the Northwest local contract and \$5,000 for eligible participants under the Gardnerville local contract.

ARTICLE 8. EMPLOYEE DISCOUNTS

- 8.1 The Company will provide Regular Full-time Employees with discounted telecommunications services and, if available, High Speed Internet or other services, in accordance with Company policies on providing employees with discounts on Company services. Concession benefits, if provided, will only be available to employees living within the Frontier service areas.
- A. To the extent the Company chooses to materially and substantially change such a policy and the change(s) reduce the employee discount(s) for employees in the MIFA # 3 bargaining unit, the Company will provide the Union with advance notice of the change and the Union retains its legal right to request effects bargaining over the change.

ARTICLE 9. INCENTIVE PROGRAMS & SALES ACTIVITIES

- 9.1 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.
- 9.2 The development, design, size and 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. The Company agrees that the amount of merchandise, cash or other awards earned by employees pursuant to a plan or program established under this Article will not be relied upon in future negotiations as an offset for wages or benefits.
- 9.3 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 10. DIRECT DEPOSIT

- 10.1 Notwithstanding any collectively bargained Agreement provision to the contrary, and to the extent permitted by law, the Company may require employees to accept their pay via direct deposit into a U.S. account at a financial institution that accepts direct deposit transfers.

ARTICLE 11. NEW JOB CLASSIFICATIONS

- 11.1 Whenever the Company determines it appropriate to create a new job classification in the bargaining unit, it shall proceed as follows.
- 11.2 The Company shall notify the Union in writing of the new job classification and shall furnish a general job description, and a proposed initial wage schedule for the classification.
- 11.3 The Union shall have the right, within thirty (30) days from the receipt of notice from the Company, to initiate negotiations concerning the initial wage schedule.
- 11.4 If negotiations are not so initiated, the Company may proceed to staff the new job classification and the wage schedule provided by the Company shall remain in effect.
- 11.5 If negotiations are initiated pursuant to Section 11.3 above, and agreement is reached between the parties within the thirty (30) days following the Union's receipt of notice from the Company concerning the wage schedule, the Company may proceed to staff the new job classification using the agreed upon wage schedule.
- 11.6 If negotiations are initiated pursuant to Section 11.3 above, and if the parties are unable to reach agreement on a wage schedule within thirty (30) days from the date negotiations are initiated, the Union may, within ten (10) days after the expiration of the thirty (30) day negotiation period, request that the issue of an appropriate wage schedule be submitted for resolution to a neutral third party. The Company may then also proceed to staff the new job classification using its last proposed wage schedule.

11.7 Third Party Review

- A. The neutral third party shall be selected pursuant to the arbitration provisions of the applicable collective bargaining agreement.
- B. The parties may submit all evidence deemed relevant to the issue to the neutral third party. At the request of either party, a hearing shall be held to receive such evidence. Any such hearing shall be held within thirty (30) days after the matter is referred to the neutral third party. While it is not intended that the third party undertake a full and complete job evaluation study, he or she shall review other comparable or relevant job classifications and their wage schedules for comparison purposes and may make an onsite inspection of the workplace and conduct a reasonable number of interviews of incumbents.
- C. In determining an appropriate wage schedule, the neutral third party will endeavor to assure that the wage schedule permits the Company to be competitive in both its operations and in seeking applicants in the relevant marketplace, and that the new job classification is compensated equitably.
- D. A written decision as to the appropriate wage schedule will be rendered by the neutral third party within forty-five (45) days of the date after which all evidence has been submitted or, where a hearing has been requested, the hearing is concluded. In the event that the neutral third party determines that a different wage schedule than the one established by the Company is appropriate, the new schedule shall be placed in effect retroactive to the date the change or new job was implemented, except that in no event shall the retroactive effect exceed 180 days.
- E. The costs of the third party neutral, and any associated administrative costs imposed by a third-party administrator to which the parties have mutually agreed, will be borne by the Company.

ARTICLE 12. USE OF CONTRACTORS

- 12.1 Nothing in this Agreement or the appendices thereto shall limit the right of the Company from utilizing contractors, except that the Company may not utilize contractors to perform work ordinarily and customarily performed by

its regular employees if, as a direct result thereof, it would become necessary to lay-off, part-time, or demote any employee currently performing the work being contracted.

- 12.2 The Company recognizes that the use of individuals on layoff who have recall rights may in any given situation be a viable alternative to the use of contractors. The Company will offer a laid off individual(s) with recall rights (under the applicable local Collective Bargaining Agreement) the opportunity for reemployment before utilizing a contractor(s) to perform work for which the individual on layoff has recall rights. All recall provisions in the applicable local Collective Bargaining Agreement will apply. Reemployment in such circumstances may be on a regular or a temporary basis, as the Company determines necessary based on the needs of the business.
- 12.3 The restrictions in Section 12.1 and Section 12.2, above, do not apply to the Vehicle Maintenance Mechanic and Vehicle Maintenance Technician work functions and, effective October 1, 2016, to the Line worker and Equipment Installer work functions, subject to the Company's commitment in the Workforce Adjustment Incentives MOA that the Company will maintain a core group of 10 or more Equipment Installers in the IBEW Local 89 bargaining unit.
- 12.4 The Company will provide the Union with quarterly reports of contractor usage in the Line worker work functions.

ARTICLE 13. ACCREDITED SERVICE

- 13.1 Accredited service is the aggregate of the years, months and days of active employment in the service of a) the Company; b) the Company's predecessors (provided the employee was under one of the local Agreements in MIFA # 3 on the "change in control" date); and/or, c) any other former GTE Company acquired by Frontier Communications on July 1, 2010 from Verizon, that is recognized for service purposes under the terms of the applicable pension plan. Accredited Service shall include all active employment for which a wage or salary was paid and any additional excused absence time or leave of absence time that has been or will be specifically approved for service credit purposes in accordance with the pension plan and any supplemental policy, procedures, or published statements regarding the pension plan established by the Company.
 - A. For those employees with a frozen pension benefit or who are not eligible to participate in the applicable pension plan, Accredited Service will be calculated in the manner prescribed by the applicable pension plan as if the employee had been eligible to participate in the applicable pension plan.

- B. Regular employees accrue Accredited Service under this Agreement governed by the most recent date of employment, unless adjusted by a break in service or change of status.
 - C. Temporary employees do not accrue Accredited Service; however, if a temporary employee becomes a regular employee, the employee's Accredited Service reflects the total accumulated straight time hours from the most recent date of hire.
- 13.2 Accredited Service ceases with any absence from employment with the Company, including any Leave of Absence, except as follows:
- A. Employees shall accrue Accredited Service during an FMLA absence for up to twelve (12) weeks in a twelve (12) month period.
 - B. Employees shall accrue Accredited Service during a Military Leave of Absence if the employee returns to active employment status immediately following the leave.
 - C. Employees shall accrue Accredited Service during any Union Leave of Absence granted in accordance with the provisions of one of the local Appendices to this Agreement.
- 13.3 Bridging of Accredited Service
- A. Accredited Service includes any time worked either in the bargaining unit or in management, or in other positions outside the bargaining unit, as recognized under the terms of the applicable pension plan.
 - B. Accredited Service established at the time of layoff due to a reduction in force is immediately bridged if the employee is rehired within one (1) year.
 - C. Accredited Service will be bridged for previous employees of the Company who have not exercised a pension (if any) and are rehired. Such bridging will take place after the rehired regular employee obtains 1,000 straight-time hours of continuous service from the employee's date of rehire, provided the prior service equaled or exceeded 1,000 hours in a calendar year. The bridged date establishes the length of Accredited Service with the Company.
 - D. Employees who are rehired following disability will have their Accredited Service immediately bridged if they return to work within two (2) years of their termination.

ARTICLE 14. GRIEVANCE PROCEDURE

- 14.1 A grievance is hereby defined as an alleged violation of the terms of this MIFA # 3 Agreement (including any one (1) of the three (3) local Appendices

- to the MIFA # 3 Agreement), or as any alleged act which unjustly and unlawfully causes an employee to lose his/her job or any of the contractual benefits arising out of the employee's job.
- A. Grievances may only be filed within a bargaining unit; grievances may not be filed across MIFA # 3 bargaining units or on behalf of employees in multiple MIFA # 3 bargaining units.
- 14.2 Each employee covered by this Agreement shall possess the right of appeal through the grievance procedure when that employee believes the Company or any of its representatives or supervisors has violated or failed to apply any of the specific terms of this Agreement.
- A. If, at any step of the grievance procedure, the Union decides to withdraw the grievance, the Union must notify the grievant(s) and the Human Resources Manager.
- 14.3 Issue Resolution. It is in the mutual interest of the Company and the Union to have potential grievances settled prior to the need for a formal grievance. Accordingly, any matter bordering upon a grievance (excluding discipline) must first be addressed through the following informal Issue Resolution process before a formal grievance may be filed.
- A. The Grievant or Union Representative must request an Issue Resolution Meeting with the appropriate supervisor within ten (10) calendar days from the date the alleged contract violation.
- B. Attendance at the Issue Resolution Meeting shall be limited to those individuals actually involved with the issue and usually will include a shop steward.
- C. Any resolution reached through the Issue Resolution process shall be binding only for the particular grievance and shall not be considered precedent setting. Such settlements shall not be utilized in any legal or arbitration proceeding except in connection with a claim that the settlement has been violated.
- D. In the event no resolution is reached through the Issue Resolution process, no record of the meeting shall be made, retained, or used in any ensuing steps of the grievance procedure or arbitration. The subject of any subsequent grievance or arbitration shall be limited to the issue addressed in the Issue Resolution Meeting.
- 14.4 Filing a Grievance. An employee or group of employees having a grievance regarding discipline may, within seventeen (17) calendar days of the date the alleged contract violation occurred, present a written grievance through the Union Hall to the appropriate Manager (normally the employee's immediate supervisor).

An employee or group of employees having a grievance that was not resolved by the Issue Resolution process, may within seventeen (17) calendar days of the Issue Resolution Meeting, present a written grievance through the Union Hall to the appropriate Manager (normally the employee's immediate supervisor).

- A. The Union Representative must email the grievance form to the appropriate Manager and the appropriate Human Resources Representative.
- B. The written grievance shall be on a standard form, prepared and signed by the Union Representative. The completed grievance form shall include the following information: the name(s) of all individual(s) who wish to be included in the grievance (unless the grievance is a class action grievance at a departmental or greater level); a statement explaining the alleged violation; the date(s) the alleged violation(s) occurred; the Article or Articles of the contract alleged to have been violated; and, the remedy requested.

14.5 Grievance Step 1. The appropriate Manager (normally the supervisor's manager) and the Union must, within seven (7) calendar days after the presentation of the grievance form to the appropriate Manager, establish a date to meet to discuss the grievance. The Company will furnish a written response to the Union within ten (10) calendar days after this Step 1 Grievance Meeting.

- A. Any resolution reached through Step 1 of the grievance procedure shall be binding only for the particular grievance and shall not be considered precedent setting. Such settlements shall not be utilized in any legal or arbitration proceeding except in connection with a claim that the settlement has been violated.

14.6 Grievance Step 2. If the grievance is not settled at Step 1, the Union may, within seven (7) calendar days after receipt of the Company's written Step 1 Grievance response, submit a written request to the Human Resources Representative for a Step 2 Meeting.

- A. In the event the Company fails to respond to a grievance within ten (10) calendar days after the Step 1 meeting, the Union may, within 17 calendar days after the Step 1 meeting, submit a written request to the Human Resources Representative for a Step 2 meeting.
- B. The Human Resources Representative and the Union must, within seven (7) calendar days after the written request for a Step 2 Meeting, establish a date to meet to discuss the grievance; the appropriate Department Head or his/her designated representative may also choose to attend this Step 2 Grievance Meeting. The Company will furnish a written response to the Union Representative within ten (10) calendar days after this Step 2 Grievance Meeting.

- 14.7 If a grievance is not initiated or moved to the next Grievance Step within the time frames specified above, the grievance will be barred from further processing under the grievance and arbitration provisions of this Agreement.
- A. The time frames for the Informal Issue Resolution process and for any Step of the grievance procedure may be extended with mutual agreement between the parties. The Union and the Human Resources Representative may also mutually agree to waive the Issue Resolution process and/or step(s) of the grievance procedure; any such waiver of the Issue Resolution process and/or a Grievance Step(s) shall be in writing.
 - B. Timeliness concerning written instruments shall be measured from the postmarked date of the properly addressed written instrument or from verified date of hand, email, or fax delivery.
- 14.8 When, in the judgment of either party, face-to-face grievance meetings are not feasible, grievance meetings may take place via telephone or other "live" electronic means.
- 14.9 In order to facilitate the proper handling of grievances, including attending an issue resolution meeting, the local Shop Steward, upon prior approval by his/her supervisor and service requirements permitting, will be given reasonable time, without loss of pay during normally scheduled hours, for necessary discussion regarding any grievance pertaining to his/her area of appointment. No other Union business shall be conducted during working time.
- 14.10 The Company and the Union will provide written notification to the other party of the designated Human Resources Representative(s) and Union Representative(s) who are authorized to perform the grievance and arbitration-related functions provided for in Article 9, "Grievances", and Article 10, "Arbitration", and the areas these representatives support.

ARTICLE 15. ARBITRATION PROCEDURE

- 15.1 There may be differences of opinion as to the interpretation of this MIFA # 3 Agreement (including any one (1) of the three (3) local Appendices to the MIFA # 3 Agreement), and it is the desire of the parties hereto to have these differences addressed as quickly and efficiently as possible. To this end, the provisions of this Article 15, "Arbitration Procedure", shall apply.
- 15.2 Except as provided elsewhere in this Agreement or the Appendices to this Agreement, any grievance which involves an alleged violation of the terms of this MIFA # 3 Agreement (including any one (1) of the three (3) local Appendices to the MIFA # 3 Agreement) and which remains unresolved after all steps in the grievance procedure, as set out in Article 14, have been completed may be submitted to Arbitration.
- A. If requested by either party at any time during the Arbitration procedure, the parties will hold an undocumented settlement discussion in a final effort to identify a viable resolution to the grievance that does not involve arbitration. When mutually agreed to by the Company and the Union, a third party (i.e., a mediator) may be involved to facilitate this settlement discussion.
- 15.3 If a grievance is not resolved at Step 2 of the grievance procedure, the Union shall have thirty (30) calendar days after receipt of the Step 2 Grievance response to notify the Company, in writing, that the Union intends to arbitrate the grievance.
- A. In the event the Company fails to respond to a grievance within ten (10) calendar days after the Step 2 meeting, the Union shall have 40 calendar days after the Step 2 meeting to notify the Company, in writing, that the Union intends to arbitrate the grievance.
- 15.4 Within 10 calendar days of the Notice of Intent to Arbitrate provided for in Section 15.3, the Union must submit a request to arbitrate the grievance to the Federal Mediation and Conciliation Service ("FMCS") utilizing the official FMCS form(s) and submission procedure. A copy of the submission to the FMCS must be provided to the Company within 24 hours of the submission to the FMCS.
- A. If either the Notice of Intent to Arbitrate or the submission of arbitration to the FMCS is not sent within the time limits specified above, unless the parties have agreed to an extension of such time limits in writing, the grievance shall be barred from further processing under the arbitration provisions in this Agreement.
- 15.5 The arbitrator shall be selected from the first Regional panel of eleven (11) arbitrators provided to the parties by the FMCS, unless the parties mutually agree to request a second Regional panel of 11 arbitrators from the FMCS and to select the arbitrator from that second Regional panel. The party seeking arbitration will strike from the panel a name of any arbitrator

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

A. No lawyer or legal advisor to either party shall be eligible to act as an arbitrator under the terms of this Agreement.

15.6 Except as otherwise provided for in this Agreement, the parties agree to abide by the rules set forth by the FMCS that govern the conduct of the arbitration proceedings.

15.7 The arbitrator, who shall function in a judicial and not a legislative capacity, shall have only such jurisdiction and authority as is specifically granted to him/her by this Agreement. The arbitrator shall be limited to determining whether or not the Company (or Union) has violated or failed to apply the specific provision or provisions of this Agreement as initially presented in the grievance before the arbitrator. The arbitrator shall have no power to destroy, change, add to, or delete from any of the specific terms of this Agreement. The arbitrator shall be required to provide his/her decision in accordance with the express language of this Agreement. Grievances not processed in accordance with the provisions of this Agreement shall not be subject to arbitration. Any matter coming before the arbitrator which is not within his/her authority, function and jurisdiction, as herein defined, shall be rejected by him/her on that basis without any further decision or recommendation. The arbitrator may not award any relief which imposes any obligation upon the Company (or Union) with respect to any period of time either before 17 calendar days prior to the date of the grievance or after the expiration date of this Agreement.

A. Where an award involves back payment of wages by the Company, the amount awarded shall be less any amount received from other employment, public assistance, or Unemployment Compensation.

15.8 The decision of the arbitrator shall be final and binding upon both parties. The Company and the Union mutually agree to apply the arbitrator's decision without prejudice. It is further understood that the application of such decision will be limited to the instant case on a non-precedent setting basis.

15.9 Each party shall bear the expense of preparing and presenting its own case. The cost, if any, of the arbitrator and incidental expenses mutually agreed to in advance, shall be borne equally by the parties hereto. After the arbitrator has been selected, the cost billed by the arbitrator for the cancellation fee shall be borne by the party requesting the cancellation.

15.10 Under no circumstances shall any of the provisions of this Agreement pertaining to group insurance or pensions be made the subject of an arbitration proceeding. Disputes regarding group insurance and the pension plan, including the determination of Accredited Service as a basis for

eligibility for such group insurance or pensions, should instead be processed through the applicable plan's ERISA claims procedures.

ARTICLE 16. DURATION OF THIS AGREEMENT

- 16.1 The terms and conditions of this Agreement, together with the terms and conditions applicable to the individual bargaining units contained in the Appendices hereto (collectively, "this Agreement") constitute the complete contract between the respective Companies and the Unions who are parties thereto. No additions, waivers, deletions, changes or amendments shall be made to this Agreement during the life of this Agreement except by mutual consent in writing of the parties hereto.
- 16.2 When duly executed by the Union and approved in writing by the International President of the Union, with copies so executed and delivered to the Company and the Union, this Agreement shall be binding upon the parties hereto, and each of them and their successors and assigns, from 12:00 A.M. May 30, 2021, to May 31, 2025, 11:59 p.m., and shall continue in force from year to year thereafter until terminated by not less than a sixty-day (60 day) written notice sent by either party hereto to the other party.
- A. Such written notice of termination should be directed to the Senior Vice President of Labor Relations, **401 Merritt 7, Norwalk, CT. 06851** or to the IBEW System Council T-7 Chair, 900 Seventh Street N.W., Washington, D.C. 20001, and will be both emailed and deposited postage prepaid and certified in the United States mail. Either party may change its notice address. The effective date of any such change in notice address shall be the date the change of notice address is received. Such written notice of termination to either Frontier's Senior Vice President of Labor Relations or to the IBEW System Council T-7 Chair is all that is required to terminate the contract; however, as a courtesy to the other party, on any such notice of termination the Union will carbon copy the appropriate Human Resources Director(s) and the Company will carbon copy the Business Managers of IBEW Locals 89 and 543.

MEMORANDUM OF AGREEMENT
between
FRONTIER COMMUNICATIONS
And
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCALS UNION 89 and 543

CDL LICENSING/DOT PHYSICALS AND DRUG TESTS

1. The Company agrees to reimburse those employees in job classifications requiring CDL licenses the difference of costs incurred between renewing an employee's operator license and a Commercial Driver's License (CDL). In addition, the Company agrees to reimburse the costs incurred by employees that as a result of State and Federal Law mandates are required to take the DOT Physical and Drug Test.
2. This Memorandum of Agreement is effective May 30, 2021 and shall expire on May 31, 2025. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on May 31, 2025 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

For the Company:

For the Union:

Rick Carpenter
Director, Labor Relations
Frontier Chairman, MIFA #3

Matt Carroll
IBEW Chairman, MIFA #3

MEMORANDUM OF AGREEMENT
between
FRONTIER COMMUNICATIONS OF THE NORTHWEST INC.
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL
UNION 89 & 543

COPE DEDUCTION

Frontier Communications of the Northwest Inc., Citizens Telecommunications of California Inc., dba Frontier Communications and Frontier Communications of the Southwest Inc. (collectively, "the Company" or "Frontier") and International Brotherhood of Electrical Workers, Locals 89 and 543 (collectively, "the Union" or "IBEW") have agreed to the following provisions for the payroll deduction of IBEW COPE (Committee on Political Education).

1. The Company will make collection of COPE funds once each month through payroll deduction from employee's pay upon receipt of a written authorization form signed by the individual employee and delivered by the Union to the Company.
 - A. IBEW COPE deductions shall be suspended during periods of leave of absence, layoff or for periods of insufficient earnings.
2. The Company also agrees to remit the amounts so deducted to the designated representative of the Union and to furnish the Union one
 - A. copy of the list of employees for whom such deductions have been made and the amount of each deduction. The Company also agrees to furnish the Union one (1) copy of a list of employees for whom no deductions have been made.
3. The Company shall bear the full cost of the undertaking set forth herein except that the Union agrees to furnish the COPE deduction authorization forms.
4. The Union agrees to hold harmless and indemnify the Company against liabilities resulting from the process of COPE collection from the employees and subsequent transfer to the Union.
5. This Memorandum of Agreement is effective May 30, 2021 and shall expire on May 31, 2025. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also

terminate on May 31, 2025 and shall not survive the expiration of this Memorandum of Agreement.

For the Company

For the Union

Rick Carpenter
Director, Labor Relations
Frontier Chairman, MIFA #3

Matt Carroll
IBEW Chairman, MIFA #3

MEMORANDUM OF AGREEMENT
between
FRONTIER COMMUNICATIONS
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 89 AND 543

DOMESTIC PARTNER BENEFITS

1. Frontier Communications (“the Company”) and the International Brotherhood of Electrical Workers, Local Unions 89 and 543 (collectively “the Union”), agree to extend benefits, as set forth below, to employees' domestic partners and children of domestic partners.
2. Regular Full-time Employees under the Northwest local contract, the Blythe/Parker local contract and the Gardnerville local contract (hereinafter “Employees”) 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
 - B. Health care continuation coverage
 - D. Flexible Spending Account (for IRS Tax Dependents)
 - E. Retiree Medical (limited to Domestic Partner and children of Domestic Partner who are covered by medical plan at time of employee's retirement)
 - F. Supplemental Term Life Insurance
6. Employees are entitled to Bereavement Leave in the event of the death of a domestic partner, children of the domestic partner and other domestic partner family members as specified in the relevant collective bargaining agreement.
7. Employees are entitled to Family and Medical Leave for the care of a seriously-ill domestic partner, or child of a domestic partner, subject to general eligibility requirements.
8. Other benefit programs are also available to domestic partners and/or their children, as applicable. Availability and amount of benefit is governed by the applicable plan or policy.
 - A. Event travel Expense (one guest accommodated)
 - B. Financial Counseling
 - C. Survivor Support
 - D. Dependent Scholarships (children of domestic partner only)
 - E. 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 state or local law, the parties agree to discuss the applicability of such state or local law.
11. This Memorandum of Agreement is effective on May 30, 2021 and shall expire on May 31, 2025. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on May 31, 2025 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

For the Company:

For the Union:

Rick Carpenter
Director, Labor Relations
Frontier Chairman, MIFA #3

Matt Carroll
IBEW Chairman, MIFA #3

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 89 AND 543**

EDUCATION AND LIFE-LONG LEARNING

Frontier Communications (“the Company”) and the International Brotherhood of Electrical Workers, Local Unions 89 and 543 (collectively “the Union”), agree to continue joint efforts which allow employees additional opportunities to learn and enhance their knowledge. This includes, but is not limited to, participation in the Frontier Tuition Assistance Plan. Under the Frontier Tuition Assistance Plan the maximum annual payment for tuition and fees is 50% of the cost of tuition, up to \$5,500 annually.

This Memorandum of Agreement is effective on May 30, 2021 and shall expire on May 31, 2025. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on May 31, 2025 - and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

For the Company:

For the Union:

Rick Carpenter
Director, Labor Relations
Frontier Chairman, MIFA #3

Matt Carroll
IBEW Chairman, MIFA #3

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 89 AND 543**

FLEXIBLE SPENDING ACCOUNT PLAN

1. Frontier Communications (“the Company”) agrees to continue the Flexible Spending Account (“FSA”).
2. Eligibility Conditions are as follows:
 - A. 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 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 Plan Summary Plan 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 reimbursements shall be determined by and at the sole discretion of the Company.
5. This Memorandum of Agreement is effective on May 30, 2021 and shall expire on May 31, 2025. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Flexible Reimbursement Plan, shall also terminate May 31, 2025, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

For the Company:

For the Union:

Rick Carpenter
Director, Labor Relations
Frontier Chairman, MIFA #3

Matt Carroll
IBEW Chairman, MIFA #3

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 89 AND 543**

FRONTIER COMMUNICATIONS SAVINGS PLAN (FCSP)

1. Frontier Communications (“the Company”) will make the Frontier Communications Savings Plan (“401(k) Plan” or “FCSP”) available during the term of this agreement.
2. The Company reserves the right at any time, and from time to time, by action of the Board of Directors, to modify or amend in whole or part, any or all of the provisions of the FCSP, but no such amendment or modification shall have the effect of reducing the accrued benefits of members, retired members, former members or their beneficiaries or of diverting any part of the Trust Fund to any purpose other than for the exclusive benefit of members, former members, or their beneficiaries and the payment of reasonable FCSP administration expenses.
3. The Company reserves the right, by action of the Board of Directors, to terminate or partially terminate the FCSP at any time. Upon termination or partial termination of the FCSP or upon the complete discontinuance of contributions under the FCSP, the member accounts of the members affected by the termination, partial termination, or complete discontinuance of contributions as the case may be shall be nonforfeitable.
4. The FCSP may be merged into or consolidated with another plan, and its assets or liabilities may be transferred to another plan; provided, however, that no such merger, consolidation, or transfer shall be consummated unless each member and beneficiary under the FCSP would receive a benefit immediately after the merger, consolidation, or transfer, if the transferee plan then terminated, that is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation or transfer, if the FCSP had then terminated.
5. The Company and the International Brotherhood of Electrical Workers, Local Unions 89 and 543 (collectively “the Union”) agree that every provision heretofore contained in this Agreement is contingent upon the Company’s receipt of a favorable determination that the FCSP, as amended, continues to be qualified under Section 401 (a) et. seq., of the Internal Revenue Code. In the event any revision in the FCSP is necessary to obtain or maintain a favorable determination from the Internal Revenue Service, the Company will make the revisions, adhering as closely as possible to the level of benefits contained in the FCSP.

6. In the event any portion of this Agreement is determined by a court or government agency to be in violation of existing law or is voided by a change in existing laws, the Company retains the unilateral right to make whatever modifications it deems necessary and appropriate to comply with the law, including the right to rescind the Agreement, if it deems no such modification is feasible. The Company shall have no obligation to bargain or negotiate with the Union in the event that this Agreement is modified or eliminated or in the event the Company does not implement any or all of the provisions of this Agreement because it does not receive Internal Revenue Service approval, any or all of these plans are deemed not qualified, or because of a change in existing laws.
7. This Memorandum of Agreement is effective on May 30, 2021 and shall expire on May 31, 2025. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on May 31, 2025 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

For the Company:

For the Union:

Robert J. Costagliola
Senior Vice President,
Labor Relations

Matt Carroll
IBEW Chairman, MIFA #3

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 89 AND 543**

FRONTIER COMMUNICATIONS SAVINGS PLAN (COMPANY MATCH)

1. Frontier Communications (“the Company”) and the International Brotherhood of Electrical Workers, Local Unions 89 and 543 (collectively “the Union”), agree to continue a Company matching contribution to the Frontier Communications Savings Plan (“401(k) Plan” or “FCSP”) for eligible employees as defined in Article 7, Section 7.2B, of the MIFA # 3 Agreement.
2. Northwest Bargaining Unit
 - A. Effective January 1, 2020, the Company matching contribution will be 50% of the employee’s contribution up to a maximum of four percent (4%) of the employee’s pay (a maximum Company contribution of 2% per pay period).
 - B. For employees hired after August 19, 2014, and for employees who exercise the option described in Article 7, Section 7.1Bi(d) of the MIFA # 3 Agreement, the Company will provide both a fixed annual contribution and a Company matching contribution, as follows:
 - i. Fixed Annual Company Contribution
 - (a) The fixed annual Company contribution will be two percent (2%) of each eligible employee’s annual base pay and will be payable during the first quarter of the following calendar year. Annual base pay is comprised of any pay an employee receives from the Company as base wages, not exceeding 40 hours in a calendar week, during a calendar year.
 - (b) In order to be eligible for this fixed Company contribution, the employee, as of December 31 of the calendar year for which the fixed Company contribution is being made, must have had at least one (1) year of service and must have been actively on payroll in a MIFA # 3 bargaining unit position.
 - ii. Company Matching Contribution
 - (a) The Company matching contribution 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).

iii. Vesting of Contributions

(a) The Company fixed and matching contribution for employees hired after August 19, 2014, will be subject to the following five (5) 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

(b) The Company fixed and matching contribution for employees who exercise the option described in Article 7, Section 7.1Bi(d) of the MIFA # 3 Agreement will continue to be subject to a three (3) year "cliff" vesting schedule (100% vested after 3 years of service).

3. Gardnerville Bargaining Unit

- A. Effective January 1, 2020 the Company matching contribution will be 50% of the employee's contribution up to a maximum of four percent (4%) of the employee's pay (a maximum Company contribution of 2% per pay period).
- B. For employees hired after September 10, 2010, the Company matching contribution will be 50% of the employee's contribution up to a maximum of six percent (6%) of the employee's pay (a maximum Company contribution of 3% per pay period).
- C. Employees hired on or before September 10, 2010, who did not participate in the Hourly Savings Plan as of September 10, 2010, are not eligible for a Company matching contribution.

D. Vesting of Contributions. The Company matching contribution for employees hired after August 19, 2014, will be subject to the following five (5) 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

4. Blythe/Parker Bargaining Unit

A. For employees hired after June 30, 2010, the Company matching contribution will be 50% of the employee's contribution up to a maximum of eight percent (8%) of the employee's pay (a maximum Company contribution of 4% per pay period).

B. Employees hired on or before June 30, 2010, are not eligible for a Company matching contribution.

C. Vesting of Contributions. The Company matching contribution for employees hired after August 19, 2014, will be subject to the following five (5) 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

5. This Memorandum of Agreement is effective on May 30, 2021 and shall expire on May 31, 2025. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also terminate on May 31, 2025 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

For the Company:

For the Union:

Robert J. Costagliola
Senior Vice President,
Labor Relations

Matt Carroll
IBEW Chairman, MIFA #3

MEMORANDUM OF AGREEMENT
between
FRONTIER COMMUNICATIONS
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCALS UNION 89 and 543

JOINT LABOR-MANAGEMENT COMMITTEE

Frontier Communications of the Northwest Inc. Citizens Telecommunications of California, Inc., dba Frontier Communications, and Frontier Communications of the Southwest Inc. (collectively, "the Company" or "Frontier") and International Brotherhood of Electrical Workers, Locals 89 and 543 (collectively, "the Union" or "IBEW") have agreed to establish a Joint Labor-Management Committee ("Committee"). This Committee will be charged with working jointly to find ways to improve system reliability, customer service, and to reduce cost. This goal of continuous improvement is designed to help build a secure future for the employees through the success of the Company. Examples of topics for discussions include but are not limited to the use of contractors, employee training, future work, and new technology.

1. The Committee will be comprised of up to five (5) representatives of management, as designated by the Company, and up to five (5) representatives of the bargaining unit, as designated by the Union. Each party shall notify the other of any change in representatives that may occur during the lifetime of this MOA; in the interest of continuity, reasonable effort will be made by each party to ensure representatives remain on the Committee for the term of the then-current collective bargaining agreement. Additional subject-matter experts may participate in Committee meetings with the concurrence of both parties.
2. Committee meetings will be scheduled by mutual consent at a mutually agreeable date and time, but no less than quarterly, unless either Party requests a postponement. Either party may elect to have some or all representatives attend, or the Committee meeting itself, be conducted via videoconference, via teleconference and/or via some other electronic means, as cost considerations or other needs of the business may dictate. The responsibility for chairing the Committee shall alternate each session between the Union and the Company. The chairperson shall function to: (a) schedule the event; (b) collaborate with his/her counterpart to prepare the agenda, and have the agenda approved, at least one week in advance; and (c) act as timekeeper. The Committee may seek assistance in the form of facilitation and training from the FMCS.

3. The Committee will establish its own meeting procedures. Meeting agendas will be established by mutual consent and distributed one week prior to the meeting. The Committee may establish subcommittees to address specific issues, within the scope of the Committee's purpose, as the Committee deems appropriate.
4. The Committee may also explore the opportunity for the Company to jointly participate in the "IBEW Local 89 Code of Excellence" program.
5. The Committee will be advisory in nature; the Company retains the discretion to determine appropriate action to be taken with respect to Committee business. It is the intent of the Company and Union that this Committee will use its 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.
6. The 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.
7. This Memorandum of Agreement is effective May 30, 2021.

For the Company:

For the Union:

Rick Carpenter
Director, Labor Relations
Frontier Chairman, MIFA #3

Matthew P. Carroll
IBEW Chairman, MIFA #3

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 89 AND 543**

PENSION ACCRUAL SERVICE

1. Frontier Communications and the International Brotherhood of Electrical Workers, Local Unions 89 and 543, agree to the following pension treatment for eligible hourly employees (as defined in Article 7, Section 7.1B of the MIFA # 3 collective bargaining agreement) who leave the employ of a former GTE/Verizon ("fGTE") company and who subsequently are employed by the former Bell Atlantic/Verizon ("fBA") company in West Virginia ("New West Virginia Employees").
2. New West Virginia Employees will begin participation in the Pension Plan for Mid-Atlantic Associates ("the Mid-Atlantic Plan") in accordance with, and on the date specified by, the participation eligibility provisions of the Mid-Atlantic Plan. Service recognition under the Mid-Atlantic Plan will be based on the provisions of the Mid-Atlantic Plan.
3. While employed by the fBA company in West Virginia, New West Virginia Employees will continue to earn Vesting Service and Accredited Service for purposes of retirement eligibility under the applicable fGTE Plan for Employees' Pensions, subject to any applicable bridging requirements. Accredited Service for pension accrual purposes under the applicable fGTE Plan for Employees' Pensions will stop as of the date the hourly employee stops working for the fGTE company.
4. Frontier Communications will provide a defined pension plan benefit to eligible employees based upon:
 - (A) The applicable fGTE Plan for Employees' Pensions accrued benefit as of the date of termination with the fGTE company determined using the average annual compensation earned at the fGTE company for the five consecutive highest paid years earned up to the date employment with the fGTE company ended and Accredited Service earned up to the date employment with the fGTE company ended.

PLUS

- (B) The accrued benefit, if any, earned under the Mid-Atlantic Plan based upon Frontier Communications service credited under the Mid-Atlantic Plan.

5. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement shall terminate on May 31, 2025 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

For the Company:

For the Union:

Rick Carpenter
Director, Labor Relations
Frontier Chairman, MIFA #3

Matt Carroll
IBEW Chairman, MIFA #3

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 89 AND 543**

PENSION PLAN LUMP SUM PAYMENT OPTION

1. Frontier Communications and the International Brotherhood of Electrical Workers, Local Unions 89 and 543, 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.
3. The availability of a lump sum payment option 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 on May 30, 2021 and shall expire on May 31, 2025. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the Lump Sum Payment Option, shall terminate on May 31, 2025, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

For the Company:

For the Union:

Rick Carpenter
Director, Labor Relations
Frontier Chairman, MIFA #3

Matt Carroll
IBEW Chairman, MIFA #3

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 89 AND 543**

PENSION PLAN SURVIVOR BENEFITS

1. Frontier Communications and the International Brotherhood of Electrical Workers, Local Unions 89 and 543, agree to the following provisions concerning the Plan for Hourly Employees' Pensions.
2. The Pension Plan(s) for eligible employees in the Northwest, Gardnerville, and Blythe/Parker local contracts 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.
3. An unmarried employee may, at any time prior to commencing a pension benefit or dying, designate any living person as the designated beneficiary for the pre-retirement survivor pension benefit. The employee may likewise revise the beneficiary designation at any one or more times prior to commencing a pension benefit or dying. A valid beneficiary designation must be on file for the pre-retirement survivor benefit to be paid.
4. For married employees, the spouse will automatically be considered the beneficiary. However, subject to the requirements regarding non-spouse beneficiaries and with spousal consent, a married employee may name a beneficiary other than the spouse. A single individual must be named as beneficiary; an estate or trust may not be named, nor may multiple individuals.
5. Subject to the provisions of the applicable Plan regarding when the benefit is payable, the pre-retirement survivor pension may be distributed as a 65% survivor annuity, or the lump sum equivalent, based upon the beneficiary's election. However, if the beneficiary is not the participant's spouse and is more than 25 years younger than the participant, the survivor benefit will be the 50% survivor annuity or the lump sum equivalent.
6. If a vested employee terminates employment on or after the effective date, the named survivor will be eligible for the survivor pension payable on the date the employee would have reached the age 65. An actuarially reduced benefit may be payable before age 65 if the vested employee would have been eligible for an earlier commencement.

7. 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 applicable Pension Plan or any of the term-certain forms of benefit. In the case of an employee who is married at the time of commencing a pension, the employee may not designate any beneficiary other than the spouse without complying with the spousal consent rules of the applicable Plan.

8. This Memorandum of Agreement is effective on May 30, 2021 and shall expire on May 31, 2025. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on May 31, 2025 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

For the Company:

For the Union:

Rick Carpenter
Director, Labor Relations
Frontier Chairman, MIFA #3

Matt Carroll
IBEW Chairman, MIFA #3

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 89 AND 543**

PERSONAL LINES OF INSURANCE

1. Frontier Communications (“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 to purchase automobile, home and other personal property and casualty insurance through payroll deduction.
2. Personal Lines of Insurance will be administered solely in accordance with its provisions, and no matter concerning Personal Lines of Insurance or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of Personal Lines of Insurance and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.
3. The Company reserves the right at any time, and from time to time, to modify or amend in whole or part, any and all provisions of the agreement with the Insurance Carrier, to change Insurance Carriers, or to terminate the agreement with the Insurance Carrier.
4. This Memorandum of Agreement is effective on May 30, 2021 and shall expire on May 31, 2025. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement, including Personal Lines of Insurance, shall also expire on May 31, 2025, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

For the Company:

For the Union:

Rick Carpenter
Director, Labor Relations
Frontier Chairman, MIFA #3

Matt Carroll
IBEW Chairman, MIFA #3

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 89 AND 543**

SUPPLEMENTAL LONG-TERM DISABILITY COVERAGE

In recognition of the impact a prolonged disability can have on income security and as a valuable supplement to the Company-paid short-term and long-term disability benefits currently provided by Frontier Communications ("the Company"), the Company and International Brotherhood of Electrical Workers, Local Unions 89 and 543 (collectively, "the Union"), agree to make Supplemental Long-Term Disability coverage (hereinafter referred to as "Supplemental LTD") available to Regular Full-Time employees in the Northwest and Gardnerville bargaining units who participate in the Company-paid Long-Term Disability Plan ("LTD Plan"), subject to the following provisions.

1. Regular full-time employees in the Northwest and Gardnerville bargaining units with one (1) or more year(s) of service are eligible to enroll in Supplemental LTD coverage, subject to the requirements of the LTD Plan.
2. The cost of Supplemental LTD coverage will be paid by the employee. Contributions for coverage may change from time to time.
3. At least one (1) Supplemental LTD coverage level will be available for purchase by the employee. For 2013 and 2014, two (2) Supplemental LTD coverage levels will be available for purchase by the employee, as follows:
 - Up to 60% of the employee's basic monthly earnings, up to a maximum of \$15,000 per month
 - OR
 - Up to 66 2/3% of the employee's basic monthly earnings, up to a maximum of \$15,000 per month
4. For employees who elect to purchase Supplemental LTD coverage, the LTD Plan will pay monthly benefits for approved LTD absences in accordance with the Supplemental LTD coverage level purchased by the employee. 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), and any other plan which provides income benefits.

5. The amount and availability 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 applicable local Collective Bargaining Agreement.
6. This Memorandum of Agreement is effective on May 30, 2021, and shall expire on May 31, 2025. 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 May 31, 2025, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

For the Company:

For the Union:

Rick Carpenter
Director, Labor Relations
Frontier Chairman, MIFA #3

Matt Carroll
IBEW Chairman, MIFA #3

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 89 AND 543**

SUPPLEMENTAL TERM LIFE INSURANCE

1. Frontier Communications (“the Company”) 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 May 30, 2021 and shall expire on May 31, 2025. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Supplemental Term Life Insurance, shall also terminate on May 31, 2025, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

For the Company:

For the Union:

Rick Carpenter
Director, Labor Relations
Frontier Chairman, MIFA #3

Matt Carroll
IBEW Chairman, MIFA #3

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL UNIONS 89 AND 543**

RETIREE MEDICAL BENEFITS

Frontier Communications (“the Company”) and the International Brotherhood of Electrical Workers, Local Unions 89 and 543 (collectively “the Union”), hereby mutually agree to the following provisions concerning retiree medical benefits.

1. (a) A bargaining unit employee who retires during the term of this Agreement under either the Northwest or Gardnerville local contract and who meet the requirements of paragraph 2 shall be eligible for post-retirement medical benefits (“Retiree Medical Benefits”) for her/himself and for his/her dependents beginning on the first day of the month following the employee’s retirement date and ending when the employee becomes eligible for Medicare (the “Ending Date”).

(b) In the event of the death of retiree receiving Retiree Medical Benefits prior to the Ending Date, or the retiree becomes eligible for Medicare due to disability, coverage for each of the retiree’s dependents, if any, will continue until the Ending Date (meaning for purposes of this subparagraph when the retiree would have normally become eligible for Medicare, provided that such dependent otherwise remains eligible and covered under the terms of the Plan (as described in paragraph 3).

(c) For the avoidance of any doubt, the parties agree that in no event shall the Company have an obligation to continue Retiree Medical Benefits for such retirees or their dependents beyond the Ending Date under any circumstance and that Retiree Medical Benefits shall terminate on the Ending Date, irrespective of contract expiration or any extension of the collective bargaining agreement.

2. In order to be eligible for Retiree Medical Benefits, employees must meet the criteria set forth in Article, 7, Section 7.3B and retire with a service or disability pension under the applicable provisions of the Frontier Communications Pension Plan (hereinafter referred to as the “Eligible Participants”).

3. The level and type of Retiree Medical Benefits for Eligible Participants shall be governed by “Your Retiree Medical Coverage for West Hourly Retirees” programs under Frontier Communications Corporate Services Inc. Retiree Plan for Group Insurance (“the Plan”) and based on the non-Medicare eligible participant’s election. A Post-65 Medicare option shall not be available under the Plan to a dependent who becomes eligible for Medicare prior to the Ending Date. “Your Retiree Medical Coverage for West Hourly Retirees” programs and the Plan may be amended or discontinued by the Company at its discretion.

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 during the term of this Agreement:

Years of Accredited Service at Retirement	Company Contribution Percentage	Retiree Contribution Percentage
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. A. Effective July 1, 2010, any eligible employee in the Northwest bargaining unit whose date of hire or rehire is on or after May 23, 2010, through August 19, 2014, and who otherwise did not qualify for any Company-subsidized retiree medical coverage upon his or her initial employment termination, shall be eligible for the benefit provisions described below in paragraph 5B upon retirement from the Company.

B. If an employee is eligible for retiree medical coverage under this provision, she or he shall receive upon retirement an annual benefit for medical coverage until the Ending Date of \$345 for each year of Accredited Service that the New Hire completes (up to a maximum of 30 years). For the avoidance of any doubt, the parties agree that in no event shall the Company have an obligation to continue the annual benefit provided in this paragraph B beyond the Ending Date under any circumstance and that the annual benefit shall terminate on the Ending Date, irrespective of contract expiration or any extension of the collective bargaining agreement.

6. A. The Company shall determine the cost of providing Retiree Medical Coverage ("Retiree Medical Benefits Premiums"). Further, it is the Company's intention to cap the amount it pays toward such Retiree Medical Benefits Premiums for employees who retire on or after July 1, 2010 who are not retirees described in paragraph 5 above.
- B. When the Retiree Medical Benefits Premiums for the \$400 deductible coverage option reach the figures set forth in the chart below, 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
Retiree only (primary coverage)	\$11,500 (Annual)
Retiree plus one dependent coverage	\$23,000 (Annual)
Family coverage	\$26,000 (Annual)

- C. 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, the retiree must pay the Company the amount the Retiree Medical Premium exceeds the Company Contribution Amount as described in paragraphs 4 and 5 above ("Retiree Contribution Amount"). When the Retiree Medical Benefits Premium reaches or exceeds the Capped Retiree Medical Benefit Premium, the retiree must pay the Company the amount the Retiree Medical Benefits Premium exceeds the Maximum Company Contribution Amount.
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.
- A. 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.
- B. If the retiree elects the \$1,000 deductible coverage option, the Retiree Contribution Amount will decrease by the amount the \$1,000 deductible coverage option is less than the \$400 deductible coverage option (not to exceed zero).

- C. 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 \$1,000 deductible coverage option, shall be capped at that time and the Company shall make no additional contributions toward Retiree Medical Benefits.
9. The level and administration of the Retiree Medical Benefits or the benefits described in paragraph 5; 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 set forth in the applicable local Appendix to the MIFA # 3 Collective Bargaining Agreement.
10. This Memorandum of Agreement is effective on August 20, 2021 and shall expire on May 31, 2025. The parties specifically agree that the Retiree Medical Benefits described herein shall terminate on the Ending Date, that this Memorandum of Agreement shall terminate on May 31, 2025, and that no terms and conditions set forth in this Memorandum of Agreement shall survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

For the Company:

For the Union:

Robert J. Costagliola
Senior Vice President, Labor Relations

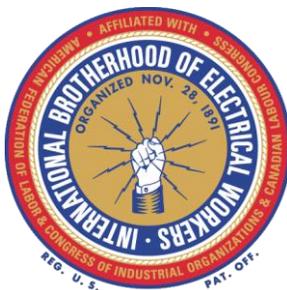
Matt Carroll
IBEW Chairman, MIFA # 3



Frontier Communications of the Southwest Inc.

and

**International Brotherhood of Electrical Workers
(Local Union 543)**



MIFA # 3 Appendix 3

**Blythe-Parker-Needles
Provisions**

Article 1. Recognition

- 1.1** Pursuant to the provisions of Section 9 of the National Labor Relations Act and in accordance with the Rules and Regulations of the National Labor Relations Board, the Company recognizes the Union as the exclusive representative of all employees in Blythe, CA, Needles, CA, and Parker, AZ working in the classifications covered by this Agreement (as listed in Exhibit 1, “Job Classifications”) for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment.
- 1.2** This Collective Bargaining Agreement shall be binding upon the Union and the Company, their successors and assigns, and shall continue in full force and effect in the event of the sale or other transfer of the business covered by this Agreement. As a condition of the sale or other transfer of the business covered by this Collective Bargaining Agreement, the Company shall require the transferee to assume and adopt the terms and conditions of this Collective Bargaining Agreement and to continue to recognize the Union as the sole bargaining agent for the employees covered by this Collective Bargaining Agreement.

Article 2. Management Rights

- 2.1** The Company shall be free to exercise in every way the customary functions of management, it being understood and agreed that this provision shall include but not be restricted to the following enumeration of "Management Rights": The management of the Company's business and its operations, the direction of the workforce, including the right to hire, assign, suspend, transfer, promote, evaluate, discharge or discipline and to maintain discipline and efficiency of its employees and the right to relieve employees from duty because of lack of work or for other legitimate reasons; the right to determine the extent to which the plant shall be operated; the right to introduce new or improved production methods, processes or equipment, the right to decide the number and location of offices, the nature of equipment or machinery, the services to be rendered, the methods and processes of operation, the scheduling of production, the method of training employees, the designing and engineering of facilities, the right to contract, outsource and transfer work, and the control of materials and supplies; the right to eliminate, create, change, or consolidate jobs and operations; the right to hire temporary, part-time and occasional employees; the right to sell, lease or otherwise dispose of its buildings, production facilities and/or inventory; the right to determine its financial and business policies; the right to make and enforce reasonable work rules and regulations including but not limited to those pertaining to attendance, performance standards and measures, dress code, including business attire and uniform programs, on the job conduct and job performance, etc.; and the right to enact Company policies, rules and regulations and sales and incentive programs, all of which are vested exclusively in the Company, to the extent that they are not in direct conflict with the provisions of this Agreement.
- 2.2** It is understood and agreed that all the rights, powers or authority inherently possessed by the Company are retained by the Company, except those which are clearly and specifically relinquished in the Agreement.

Article 3. Company Policy

- 3.1** Except as expressly and specifically provided for elsewhere in this Agreement, all employees covered by this Agreement will be considered to be covered under Company Policy. All provisions of Company Policy applying to non-represented employees will apply in the same manner to the employees covered by this Agreement. No Company Policy will be revised or eliminated during the course of this Agreement unless it is revised or eliminated in the same manner for non-represented employees.

Article 4. Union Security

- 4.1** 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.

4.2 Arizona Employees

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

4.2.2 Any employee who is a member of the Union may, upon proper notice, voluntarily withdraw from such membership.

4.3 California Employees

4.3.1 Employees presently covered by this Agreement and all employees hired or reinstated during the term of this Agreement shall be, or become, members of this Union as a condition of employment within thirty-one (31) days of the signing of this Agreement or the date of hire, whichever is the later or pay equivalent fees as a non-member.

- 4.4** In the event that any employee fails to acquire his/her membership in accordance with the provisions of this Section or pay equivalent fees as a non-member, the Union shall notify the Company in writing. Such written notice shall constitute a request to the Company to discharge said individual employee within forty-eight (48) hours (Saturdays, Sundays, days off and Holidays excluded). Such discharge would be for failure to maintain membership in the Union, as defined in the National Labor Relations Act, as amended.

- 4.5** The Company shall incur no liability in the enforcement of this Article.

Article 5. Deduction for Union Dues, Service Fees

- 5.1** The Company shall deduct from the wages and/or sick benefit payments of members the Union dues or service fees for all employees for such payroll periods as it is authorized in writing to deduct by the individual employees covered by this Agreement.

- 5.2 IBEW Application for Membership card (marked Exhibit 2) enclosed shall be made a part of this Article. Payroll deduction authorization cards in the form attached hereto (marked Exhibit 3) shall be made a part of this Article.
- 5.3 An employee's authorization for deduction of dues shall be canceled by the Company any time proper notice is received from the employee or authorized representative of the Union. An employee's deduction authorization will automatically be canceled if the employee leaves the employ of the Company or is transferred out of the unit.
- 5.4 The Company will make **twelve (12) monthly** union dues deductions **from the employee's first paycheck of every month** in specified amounts and shall submit same each pay period **but no later than the last date of the calendar month from which the deduction was made** to the Local Union No. 543. The Company will include with each submittal the name, address, and occupation or occupation code of each member of the bargaining unit. The list will show the amounts deducted for dues and service fees as applicable. The Company shall incur no liability from acting as agent in the collection of dues.

Article 6. No Lockout – No Strike Clause

- 6.1 The Union agrees that it will not call, encourage, authorize, ratify or engage in any strike, slowdown, sympathy strike, or other interference with or interruption of work, for any reason, during the term of this Agreement or any renewal term hereof. In the event of a labor conflict involving Frontier Communications of the Southwest Inc. or another employer, where the Company is notified of violence or threatening activity, an employee will not be required to cross an authorized picket line. The Company agrees not to lock out employees during the term of this Agreement.
- 6.2 Each employee agrees that he will not himself or with or for others engage in any violations of the prohibition of Section 6.1 above for any reason during the term of this Agreement. Any breach of this Article by any employee or group of employees shall be grounds for discipline up to and including discharge or such other lawful disciplinary action as the Company may elect to impose.
- 6.3 Should any strike, slowdown or work stoppage occur in violation of this Article, the Union shall act promptly to terminate such action and bring about an immediate return to normal operations.

Article 7. Bulletin Boards

- 7.1 The Union shall be permitted reasonable space on Company property for Union bulletin boards furnished by the Union. The location, number, size, and construction of such bulletin boards will be subject to the approval of the Company. The Union will post on bulletin boards announcements of Union meetings, nomination and elections of Union officers, information regarding bargaining, recreational and social activities, or such other matters that are not controversial, or derogatory to the Company, and so long as the postings are not otherwise deemed objectionable by the Company.

- 7.2** In the event any supervisor with responsibility for the location at which the matter is posted, or any higher ranking manager of the Company, complains to any official of the Union that the matter posted is objectionable, the Union will immediately remove such material. If the material is not immediately removed, the Company may remove it.

Article 8. Distribution of Agreement

- 8.1** The Company and the Union will jointly have copies of this Agreement and the attached wage schedules printed. Sufficient copies will be printed to provide both the Union and the Company with copies to meet their needs. The costs of printing the contract will be divided equally between the Union and the Company.

Article 9. Seniority

- 9.1** Where the term seniority is used in this Agreement, it shall mean the length of time an employee has been continuously employed by the Company, including any bridged Accredited Service where there is an interruption of service.
- 9.2** The Company shall furnish the Union with a seniority list of the employees covered hereunder. These lists shall be updated at twelve (12) month intervals. The Company will provide a corrected list during periods of layoff when the new list would differ from the one previously furnished.
- 9.3** Shift assignments, subject to the needs of the service, shall be determined on the basis of Company seniority. PTO schedules, subject to the needs of the service, shall be determined on the basis of seniority.

Article 10. Employees

- 10.1** All new employees shall be considered probationary employees until completion of twelve (12) months of continuous service. Probationary employees may be terminated during this period at the discretion of Management.

Article 11. Assignment of Work

- 11.1** Where an employee is assigned to a higher wage classification on a temporary basis not to exceed six (6) months shall receive the higher rate of pay for the time worked.
- 11.2** With respect to the assignment of work, the controlling principle under this Agreement is that the Company may assign work in a manner that allows it to maximize its operational efficiency, to provide the best possible customer service at a highly competitive cost, and to consistently outperform its competitors in every facet of the business.
- 11.2.1** The provisions of this Agreement shall be construed and administered to

promote the principle and objectives stated above.

- 11.3** Assignments of shift start times and schedules shall normally be on a volunteer basis first in Company seniority order in the classification affected.

Article 12. Hours of Work and Work Time Schedules

12.1 Workdays and Work Assignments

12.1.1 The work week shall normally consist of forty (40) hours per week. Work schedules will either be eight (8) hours per day/five (5) days per week or ten (10) hours per day/four (4) days per week at the discretion of management. The Company shall make a good faith effort to provide employees with two (2) consecutive days off during the workweek, unless the needs of the business necessitate otherwise.

12.1.2 The work week shall run from Sunday through Saturday.

12.1.3 Normal shifts shall run between 5:30 a.m. and 9 p.m.

12.2 Work Schedules

12.2.1 The Company shall post or make the work schedule available to employees at least seven (7) calendar days before the starting date of the work schedule.

Article 13. Lunch Period

13.1 An employee's regular shift shall include a midpoint meal period of thirty (30), forty-five (45) or sixty (60) minutes as determined by management.

13.2 Management reserves the right to reschedule lunch periods if necessary from time to time to meet the demands of the service.

13.3 When employees are scheduled for an on-duty meal period within their normal tour, the meal period shall be included as part of the employee's tour, and will be paid for as time worked.

Article 14. Relief Break

14.1 Employees will be permitted reasonable relief breaks as provided herein.

14.1.1 These breaks will be limited to fifteen (15) minutes per session. As a relief break is considered to be a mid-session break, normally no break will commence prior to the end of the first hour of the employee's scheduled session, nor will the break end during the last hour of his session. In no case will an employee drive a company vehicle which would deviate from his normal route for a relief break. In the event these rules are violated, disciplinary action can be taken.

Article 15. 4/10 Work Schedule

- 15.1** Frontier may implement a four (4) day workweek, ten (10) hours a day, forty (40) hours per week (hereinafter referred to as the 4/10 Plan), pursuant to the provisions outlined below.
- 15.2** The Company reserves the right to select the number of employees, classification(s), location(s), and work group(s) within the classifications in which the 4/10 Plan will be implemented. Also, the Company will reserve the right to determine when the Plan will or will not be utilized.
- 15.3** Overtime. All contractual provisions relative to regular or overtime compensation will apply except the time and one-half rate does not apply until the employee has worked beyond ten (10) hours in a day.
- 15.4** Holidays
- 15.4.1** Whenever a legal holiday occurs during the week, management, at their discretion, can change the 4/10 schedule to a 5/8 schedule. Employees whose schedules are not changed to a 5/8 schedule will receive ten (10) hours holiday pay.
- 15.5** Personal Time Off (PTO)
- 15.5.1** Full week (four days) – Employee's 4/10 schedule will be changed to a 5/8 schedule.
- 15.5.2** Day-at-a-time (less than four days) – Employee will be paid up to ten (10) hours for each PTO Day. The employee will have up to ten (10) hours deducted from his/her accumulated PTO hours for each PTO Day taken.

Article 16. Overtime Hours

- 16.1** All hours worked in excess of forty (40) hours in a work week or eight (8) hours in a day or ten (10) hours in a day for those employees who are working a 4/10 schedule, will be paid at one and one-half (1½) times an employee's basic rate. It is understood there will be no pyramiding of overtime.
- 16.1.1** It is understood that time not worked (such as PTO, jury duty, and bereavement leave) will not count towards the forty (40) hour work week as outlined in Section 16.1. Holidays will be counted towards the forty (40) hour work week as outlined in Section 16.1.
- 16.2** It is understood that the company will not arbitrarily change an employee's normal days off to avoid paying overtime.
- 16.3** It is agreed that overtime will be worked in a safe manner while making reasonable attempts to utilize volunteerism, permit periodic requests for excused time off, and distribute overtime equally among qualified employees.

Article 17. Travel, Lodging, and Meals

17.1 Employees will be, from time to time, temporarily assigned by the Company to temporary headquarters either to perform work or to attend school.

17.2 Area Designations.

Permanent Headquarters	Reporting Locations Within Permanent Headquarters
Blythe, CA	Blythe Warehouse or CO
Parker, AZ	Parker, AZ CO
Needles, CA	Needles, CA CO

17.3 An employee who is assigned away from his/her regular headquarters on an overnight(s) trip shall be paid as follows:

17.3.1 On the first day of the assignment, the employee will be paid \$20.00 for meals with the Company to furnish lodging and a reasonable mode of transportation or to reimburse mileage at the then prevailing IRS rate for an employee's use of his or her personal vehicle.

17.3.2 On the last day of the assignment, the employee will be paid \$20.00 for meals.

17.3.3 All other days will be paid at \$30.00 per day, which includes meals, tips, laundry, or any other approved personal costs, with lodging and transportation paid for by the Company using the Company procurement card.

Article 18. Personal Time Off (PTO)

18.1 Frontier recognizes the need for time off for personal reasons and grants time off from work within the PTO policy. Each employee is responsible for managing his/her PTO throughout the year and proactively communicating PTO requests to his/her manager.

18.2 Eligibility. PTO applies to all regular employees' working 20 or more hours per week.

18.2.1 Part-time employees scheduled to work less than 20 hours per week are not eligible for PTO days or holiday pay.

18.3 Use of PTO. PTO can be used for the following purposes:

- Vacation days/time off
- Religious holidays

- Court appearances
- Dr. appointments during work hours
- Emergencies
- Non-work related illness or accidents
- For the care of an immediate family member
- Other absences at the discretion of the employee’s manager

18.4 Using PTO for Short Term Disability. Each employee is required to use PTO time for their first 5 days of Short Term Disability leave.

18.5 How PTO is Accrued. Each employee will accrue PTO days on a monthly basis, earning one-twelfth of his/her total allotment on the 16th of each month. Length of service is defined as time from each employee’s date of hire.

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

18.5.1 PTO for part-time employees is based on the percentage of full time hours worked by the employee. For example, a part time employee who works 20 hours per week would be eligible for 10 days or 80 hours of PTO.

18.5.2 For new hires, PTO is accrued on the 16th of the month following 90 days. For example if you are hired in March, your PTO accrual begins on June 16th. An employee accrues at 1.667 days for a total of 15 days the first year.

18.6 PTO Carryover. California employees may carry over all accrued but unused PTO days into the following year. However, an employee’s accrued PTO days cannot exceed 100% of his/her annual allocation.

18.7 Accrual Cap.

18.7.1 Once a California employee accrues that maximum amount of PTO, he/she will not accrue additional PTO hours until hours are used and accruals can resume.

18.7.2 Monthly accruals are added on the 16th day of each month. If an employee is at the maximum number of hours on the 16th of any month, they will not accrue hours for that month. If they are entitled to two days per month and they are one day below the max, they will accrue one day, bringing them to the maximum.

18.8 Termination of Employment. Employees who resign, retire or are terminated before the last day of the month, do not accrue PTO time for the month in which they terminate. All accrued PTO time not used shall be paid out

18.9 Responsibilities

18.9.1 Employee

- Submits the Paid Time Off (PTO) Request Form to his/her manager with advance request for approval (form available on the tab HR Policies, Procedures and Forms).

18.9.2 PTO Donation. The Company may allow employees to donate a portion of available and unused PTO, in eight (8) hour increments, to other bargaining unit employees who, because of catastrophic or hardship situations, are unable to be at work and no longer have available paid time off. An Employee wishing to donate their time will fill out a “Donation of PTO” form, specifying the amount of time donated and the name of the individual to whom the time will be donated.

Article 19. Holidays

19.1 The following days will be observed as holidays:

New Year's Day		Labor Day
Martin Luther King Day*	OR	Day After Thanksgiving*
Memorial Day		Thanksgiving Day
Independence Day		Christmas Day Observance

*During the annual vacation selection process for an upcoming year, an employee may request either the day after Thanksgiving or Martin Luther King Day.

19.1.1 If the holiday falls on a Saturday then the Friday before will be observed; if the holiday falls on a Sunday then the Monday after will be observed.

19.2 A regular full-time employee will be paid a holiday allowance of 8 hours pay at the employee's basic wage rate for each of the holidays, whether or not they perform work; subject to the same proviso, a part-time employee's holiday allowance will be prorated based on the number of hours the employee worked in the preceding 13 weeks, using a 40 hour work week

19.3 Employees will be excused from working a holiday based on the needs of the business.

19.4 It is understood that when an employee works a holiday, he shall receive eight (8) hours of holiday pay and he shall receive one and one-half times his normal rate of pay for all hours worked.

Article 20. Disability Benefits

20.1 Short-Term Disability. Employees are eligible for Short Term Disability (STD) coverage in accordance with the terms of the Frontier Communications STD policy which is in effect at the time the employee becomes eligible for STD coverage.

20.1.1 The Company requires the employee on STD to provide medical certification of the employee's inability to work due to illness or disability. The Company may also require medical certification that the employee may return to work following an absence due to illness or disability. Medical updates are required periodically during such a leave, and medical certification will be required, and may include an independent medical examination, paid for by the Company, at the Company's sole discretion.

20.1.2 Coverage under the STD policy begins on the sixth (6th) consecutive work day of an employee's absence due to illness or disability. The first five (5) consecutive working days of absence due to illness will be deducted from an employee's PTO allocation. If an individual does not have any PTO time available, these first five (5) days are unpaid. An employee who needs to take an individual day(s) for illness is to use PTO.

20.1.3 Beginning on the sixth (6th) consecutive working day, the employee will be covered by Frontier Communications STD policy and procedures. After the 5th business day:

- the 6th through 30th days are covered at 100%
- the 31st day through the 90th day are covered at 75%
- the 91st day through the 180th day are covered at 67%

20.2 Long-Term Disability (LTD). In recognition of the impact a prolonged disability can have on income security and as a valuable supplement to the short-term disability benefits currently provided by the Company and IBEW Local Union No. 543 agree to continue a Long-Term Disability (hereinafter referred to as LTD) Plan. All provisions of this plan are available in the summary plan description.

Article 21. Leave Time

21.1 Military Leave. Employees who are members of the National Guard, Air National Guard, U.S. Naval Reserve, Coast Guard Reserve, Marine Reserve, Air Force Reserve or Army Reserve may apply for and be paid the difference between their reserve pay and their base straight time pay for the annual two-week (10-day) training.

21.1.1 An employee who is scheduled for such two-week training shall notify his or her supervisor as soon as possible of training and no later than 30 calendar days before the departure date for training. Employees must

provide an official copy of the military orders indicating the dates of training.

- 21.1.2** An employee must complete an Application for Military Leave, which is available from the Human Resources Manager.
- 21.1.3** To be paid the difference between base straight-time pay and military pay, an employee must complete and have an officer of his or her unit certify the employee's attendance, completion of training and pay received (excluding per diem and/or other reimbursed expenses).
- 21.2** Death in Family Leave. An employee who is absent due to a death in the immediate family will be excused without loss of pay for a reasonable period of time (as determined by their supervisor), based on need and circumstances, usually one to three days. Paid time off may be requested in the instance of a death of someone outside of an employee's immediate family and will be permitted at the Company's discretion. Immediate family shall be defined as the employee's spouse, parents, mother-in-law, father-in-law, grandparents, son or daughter, brother or sister, grandchildren, sisters-in-law, brothers-in-law or domestic partners.
- 21.3** Family & Medical Leave Act. Any time taken off by an employee as leave time that also qualifies as leave time under the Family and Medical Leave Act of 1993, or under any similar state or local law, shall also be counted as and taken as Paid Time Off (PTO) so long as an employee has any remaining PTO (accrued and unaccrued, but available), and such time shall also run concurrently with any other approved leave.
- 21.4** Jury Duty. If an employee receives a Summons for Jury Duty, the Company will compensate the employee for the difference between the jury fee and his base pay for the time lost from work; not to exceed ten (10) work days (80) hours in any twelve (12) month period.

 - 21.4.1** When an employee receives a summons for jury duty, he must notify his supervisor as soon as possible in order for the Company to make necessary arrangements to meet the needs of service.
 - 21.4.2** If an employee is required to report for jury duty and he is temporarily excused from attendance, he must return to work as soon as reasonably possible and complete the shift he is assigned while on jury duty.
 - 21.4.3** An employee working a night shift who is required to report for a full day of jury duty will be excused from his assigned shift and will be compensated in accordance with Section **21.4** above.
 - 21.4.4** The employee must have completed by the Court a form to be provided by the Company showing days and hours worked on jury duty.

Article 22. Leave of Absence for Personal / Medical Reasons

- 22.1** Regular employees who have completed twelve (12) months of Accredited Service

may be permitted to take leaves of absence from active employment for personal/medical reasons, but a leave of absence is a provision which may be granted to employees and not a right to which they are entitled.

- 22.2** Employees who are on approved short term disability (STD) absences shall have return rights to their original position or a position in which they qualify when their STD benefit has ended.

Article 23. Leave of Absence for Union Business

- 23.1** At the request of the Union, not more than one (1) employee will be granted a leave of absence for official union business.
- 23.2** Elected Union officials who take full-time leaves of absence to serve their local Union under this provision shall have a right to reemployment, and he shall continue to accrue accredited service, provided that said employee can perform the duties with a reasonable amount of training for new technology
- 23.3** An employee may be excused without pay for not more than a total of thirty (30) days in any one (1) calendar year to conduct official Union business. The Company and Union agree that orderly scheduling of work and obtaining qualified replacements require full cooperation; thus, such excused absences under this provision will be granted with reasonable prior notice with Management's approval.

Article 24. Inclement Weather

- 24.1** When employees are unable to perform their work because of inclement weather they will be paid in accordance with the following:
- 24.1.1** If an employee reports in person at his place of work but because of weather conditions is not sent out on the job, he will be paid for two (2) hours and will be released within one (1) hour.
- 24.1.2** If an employee is sent out on the job and is forced to discontinue his work at any time during the first four (4) hours of his assigned shift because of weather conditions, he will be paid for one-half (½) day.
- 24.1.3** If any employee works more than four (4) hours and is then forced to discontinue work because of weather conditions, he will be paid for a full day.

Article 25. Employee Training

- 25.1** Within each work group, employees will be given opportunity to learn, in an orderly sequence, all phases of the work necessary for them to carry out their job. Selection of which employees receive training within a title classification is a matter of Management decision, except that it is agreed that seniority will be given first consideration by the Company in making such selection.

Article 26. Promotions

- 26.1** For promotions to positions within the bargaining unit, the Company may at its sole and unreviewable discretion, hire a new employee, consider and select among existing employees, or both. The Company affirms, however, that its general goal is to make promotions from within its existing workforce. Job openings will be posted electronically.
- 26.2** When considering only existing employees for promotions, the Company will determine the qualifications for the job, consider pertinent factors and select the employee who is the best qualified in the judgment of the Company. Where employees' qualifications are essentially the same, seniority shall prevail.

Article 27. Layoffs

- 27.1** The Company has the right to reduce its workforce through layoffs or voluntary separation incentive programs. All aspects of any voluntary separation incentive program will be determined and implemented at the Company's sole and unreviewable discretion.
- 27.1.1** Before commencing a layoff of employees, the Company will give the Union Business Manager at least 30 calendar days' advance notice, which notice will identify the expected number of employees to be laid-off and the projected timetable for implementing the layoff. The Union Business Manager agrees to keep this information completely confidential until the Company approves its dissemination. During that 30 day period, the Company will discuss the situation with the Union Business Manager. These discussions are intended to provide a better understanding of the need to relocate and/or reduce the workforce and address any unique circumstances. The Company will consider in good faith any input offered by the Union regarding the situation. Thereafter, the layoffs shall be governed solely by the terms of this Article and the Company's actions to implement those terms. There shall be no requirement for the Company to further discuss or bargain over the decision in question or its effects.
- 27.2** Layoffs. Within each job classification affected by the layoff, employees will be laid off in inverse seniority order, provided that any senior employee who is excluded from layoff by virtue of his or her seniority must, in the Company's judgment, be fully qualified, without additional training, to perform all of the duties he or she is expected to perform or assume in an available position immediately following the layoff. If, in the Company's judgment, the senior employee does not have those requisite qualifications, then that employee may be laid off and the most senior junior employee with the requisite qualifications may be retained and placed in the available position. The retained junior employee will then be exempt from being laid off during the impending layoff. The Company will notify the Union of the junior employee retained and exempted from layoff pursuant to the terms expressed above.
- 27.3** Right of Recall. A list of laid off employees shall be maintained, by seniority date and job classification in which the employee was assigned at the time of layoff. A

laid-off employee shall have a conditional right of recall to a vacancy in the job classification from which the employee was laid off for the 12 month period following the effective date of his or her layoff. Laid-off employees are responsible for keeping the Company apprised of their current home addresses (no P.O. boxes) and telephone numbers.

27.3.1 In the event an opening arises in a job classification in which an employee has the right of recall, before the Company fills the position with a new hire or a promotion, the Company will offer the position in seniority order to the laid-off employee if, in the judgment of the Company, he or she is then fully qualified without additional training to perform all of the duties of the open position. The offer will be sent by overnight delivery to the employee's most recent address of record. The employee must accept the offer in writing within 10 calendar days of delivery, and report for work as soon thereafter as instructed to. If an employee fails to respond to the offer without good cause, or declines the offer, his or her right of recall shall be forfeited.

27.3.2 A recalled employee who accepts a recall offer and is reemployed will receive seniority credit for the period of the layoff. A recalled employee will receive the same basic rate of pay that he or she was receiving at the time of his or her lay-off. As a condition to reemployment, the employee must tender back the prorated portion of any termination pay he or she received that is derived by dividing the number of weeks remaining in the recall period at the time the employee is to be reemployed by 52, and by then multiplying that fraction times the termination pay received to determine the amount of money that must be tendered back.

27.3.3 In the event the Company acquires employees from another company or companies in connection with either the purchase of the physical properties of such other company (ies) or of the consolidation or merger of such other company (ies) with the Company, the placement of such employees on the Company's payroll shall take precedence over any rights of recall.

27.4 Layoff Allowance. A laid off employee will receive termination pay based on years of service in accordance with the following schedule:

<u>Years of Service</u>	<u>Base Pay Severance Amount</u>
1	5 weeks
2	6 weeks
3	7 weeks
4	8 weeks
5	9 weeks
6	10 weeks
7	11 weeks
8	12 weeks
9	13 weeks
10	14 weeks
11	15 weeks
12	16 weeks
13	17 weeks

<u>Years of Service</u>	<u>Base Pay Severance Amount</u>
14	18 weeks
15	19 weeks
16	20 weeks
17	21 weeks
18	22 weeks
19	23 weeks
20	24 weeks
21	25 weeks
22 or more	26 weeks

Article 28. Discharges and Suspensions

- 28.1** Employees covered by the Agreement shall not be wrongfully suspended or discharged. It is agreed that any verbal, written disciplinary memorandum or any suspension less than **five (5)** working days cannot be arbitrated. Discharges or suspensions in excess of **five (5)** working days may be arbitrated in cases where the Union claims the Company acted in an arbitrary and capricious manner.
- 28.2** Any suspension or discharge requires notification of such act be given to a Steward and the Business Manager of the Union. Any grievance over a suspension or discharge must be presented by the Union within four (4) workdays from receipt of Company's notice.

Article 29. Working Safety Committee

- 29.1** The Company shall make reasonable provisions for the safety of employees in the performance of their work. The Union shall cooperate in promoting the responsibility of the individual employees with regard to the prevention of accidents.
- 29.2** The number of employees serving on the Safety Committee shall not be less than two (2).
- 29.3** Every employee is urged and expected to make recommendations in writing at the time a work deficiency or unsafe condition is discovered. This recommendation shall be made to the Committee chairpersons and the appropriate supervisor immediately for action.
- 29.4** A safety meeting shall be held regularly, normally on a monthly basis.
- 29.5** The Company will draft reasonable safety rules. The Union may submit suggestions to the Company regarding revision and enforcement of such rules, and the Company agrees to meet with the Union for purposes of discussion of Union's suggestions. In the event any employee violated said safety rules set up by the Company, the Company reserves the right to take disciplinary action against said employee. However, an employee shall not lose seniority which might accrue during a period of suspension.

Article 30. Tools, Equipment, and Gloves

- 30.1** The Company will provide employees with the tools and equipment needed to complete the work they are assigned or expected to perform. Such items will remain the property of the Company.
- 30.2** The Company will inspect and approve or disapprove of all tools and equipment used by employees.
- 30.3** Lost items or items condemned by the Company which show damage caused by unnecessary abuse shall be replaced at the employee's expense. Such replaced tools or equipment shall meet approved standards.
- 30.3.1** It is agreed that no employee shall be required to replace tools or equipment that is stolen from a secured vehicle or facility.

Article 31. Uniforms, Safety Glasses, and Safety Boots

- 31.1** Uniforms. Employees will be responsible for ordinary care and safekeeping of uniforms provided by the Company through the Business Attire program, as outlined in MIFA # 3 Article 4, "Business Attire". Where all or part of a uniform is lost or damaged due to an employee's carelessness, the employee will be responsible for the cost of replacement. The Company will pay employees \$5.00 per work week for the laundering of the uniforms. The Company may, at its option, assume responsibility for having uniforms laundered; in which case no laundry allowance will be paid.
- 31.2** Safety Glasses. Employees who are required to wear prescription safety glasses will be reimbursed for the expense actually incurred to purchase one pair of Company-approved safety glasses once every two years. Reimbursement will require a receipt from the employee and will not exceed the actual and reasonable cost for a pair of these glasses.
- 31.3** Safety Boots. The Company will reimburse employees in classifications required to wear special safety footwear for up to \$175.00 for the purchase of approved new or rebuilt safety footwear once every 24 months. The boots must be on a Company-approved list of safety footwear or have been approved in advance by the Company, and must be from a Company-approved vendor. Reimbursement will require a receipt from the employee. With supervisory approval a company credit card may be used for the purchase.

Article 32. Compensation

- 32.1** The Company may employ persons at starting wage rates it determines are commensurate with their previous training, employment and experience. For the first sixty (60) months of an employee's service with the Company, the employee will receive annual wage progression increases in accordance with the wage tables in Exhibit A:

Exhibit “A”

Sales and Service Technician I				
Service Time	2% Effective 5/30/2021	2% Effective 5/29/2022	2% Effective 5/28/2023	2% Effective 5/26/24
Start	Company Discretion	Company Discretion	Company Discretion	Company Discretion
12 Mo.	\$19.14	\$19.52	\$19.91	\$20.31
24 Mo.	\$23.64	\$24.11	\$24.59	\$25.08
36 Mo.	\$27.02	\$27.56	\$28.11	\$28.67
48 Mo.	\$30.40	\$31.01	\$31.63	\$32.26
60 Mo.	\$36.01	\$36.73	\$37.46	\$38.21

Job Classification (s): Sales and Service Technician I

Equipment Technician				
Service Time	2% Effective 5/30/2021	2% Effective 5/29/2022	2% Effective 5/28/2023	2% Effective 5/26/24
Start	Company Discretion	Company Discretion	Company Discretion	Company Discretion
12 Mo.	\$19.14	\$19.52	\$19.91	\$20.31
24 Mo.	\$23.64	\$24.11	\$24.59	\$25.08
36 Mo.	\$27.42	\$27.97	\$28.53	\$29.10
48 Mo.	\$30.40	\$31.01	\$31.63	\$32.26
60 Mo.	\$37.00	\$37.74	\$38.49	\$39.26

Job Classification (s): Equipment Technician

32.2 All employees who have not reached sixty (60) months of service will continue to fall under Exhibit “A” above, with the understanding there will be no reduction in their current hourly wage rate.

Article 33. Differentials

33.1 Working Foreman. In the event an employee is selected by the Company to be a Working Foreman, (to be in charge of 2 or more employees not including the selected employee) or an employee is selected to perform other supervisory/managerial responsibilities for a period of 2 hours or more, such employee shall receive \$1.00/hour differential for all hours assigned such responsibilities.

33.1.1 Such employees may, as required, perform productive work of the same type and nature as normally assigned to employees included within the collective bargaining unit while they are acting in an in-charge capacity.

33.2 Shift differentials will be paid to employees who are required to work specified hours as a part of scheduled shifts. Shift differential will be included as a part of the employee’s rate for the purpose of calculating overtime. Shift differential will not be prorated. Shift differentials will not be paid:

- on holidays not worked;
- during PTO;
- during periods covered by sick benefits;
- during any other time not worked, paid or unpaid;
- for work falling within the specified hours as a result of overtime which is a continuance of a regularly assigned shift; or,
- during an emergency call-out.

- 33.2.1 A night tour premium of seventy-five (\$.75) cents per hour will be paid for all scheduled hours worked between 9:00 p.m. and 6:00 a.m.
- 33.3 The Company may schedule employees to standby making them available for duty. Such assignments shall be rotated within a job classification and employees assigned shall receive \$1.50/hr for each hour of standby. Such pay shall be in addition to any call-out time.
 - 33.3.1 The Company will, as much as practicable, endeavor to equally distribute standby assignments, within a classification, to the extent of their duration, including equalization of assignments involving holidays.
 - 33.3.2 Employees assigned to standby normally will be assigned a Company vehicle in order to respond to call-out from their home. In the event that a vehicle is not assigned, the Company will pay the established IRS mileage rate for all miles driven in the employee's personal vehicle to respond to an emergency call out. Mileage will be paid traveling in excess of (30) thirty miles to a company premise to retrieve a vehicle.

Exhibit 1 – Job Classifications

The job classifications covered under this Agreement are as follows:

- Sales and Service Technician I (includes the duties and functions of the former job classifications of Cable Splicer, Customer Service Technician I, Customer Service Technician II, and OSP Construction Installer/Splicer).
- Equipment Technician (includes the duties and functions of the former job classifications of Equipment Installer and Equipment Maintainer).

Exhibit 2 – IBEW Application for Membership Card

Application for Membership USA



OBLIGATION OF I.B.E.W.®

"I, the undersigned, in the presence of members of the International Brotherhood of Electrical Workers®, promise and agree to conform to and abide by the Constitution and laws of the I.B.E.W.® and its Local Unions. I will further the purposes for which the I.B.E.W.® is instituted. I will bear true allegiance to it and will not sacrifice its interest in any manner."

APPLICATION DATE (mm/dd/yyyy)
 / /

TO BE SIGNED BY APPLICANT PLEASE DO NOT PRINT

MR MS MRS FIRST NAME [PLEASE PRINT OR TYPE FULL NAME] M.I. JR III

LAST NAME SR IV
 II V

ADDRESS (STREET & NUMBER)

CITY STATE ZIP CODE+4

EMAIL ADDRESS

DATE OF BIRTH (mm/dd/yyyy) DATE OF HIRE (mm/dd/yyyy) SOCIAL SECURITY NO.

TELEPHONE NO. PRESENT EMPLOYER

CLASSIFICATION

<p>INDUSTRY WHERE YOU ARE EMPLOYED</p> <input type="checkbox"/> RAILROAD <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> INSIDE CONSTRUCTION & MAINTENANCE <input type="checkbox"/> OUTSIDE CONSTRUCTION & MAINTENANCE <input type="checkbox"/> UTILITY <input type="checkbox"/> TELECOMMUNICATIONS <input type="checkbox"/> BROADCASTING <input type="checkbox"/> MANUFACTURING	<p>HOW DID YOU BECOME AN I.B.E.W.® MEMBER? [SELECT ONE]</p> <input type="checkbox"/> I WAS ORGANIZED <input type="checkbox"/> I WAS ORGANIZED AS AN APPRENTICE <input type="checkbox"/> I WAS SELECTED FOR AN APPRENTICESHIP <input type="checkbox"/> I AM A NEW HIRE <input type="checkbox"/> OTHER	<p>REGISTERED VOTER?</p> <input type="checkbox"/> DEMOCRAT <input type="checkbox"/> REPUBLICAN <input type="checkbox"/> INDEPENDENT <input type="checkbox"/> OTHER <input type="checkbox"/> NOT REGISTERED
<p>HAVE YOU EVER BEEN A MEMBER OF THE I.B.E.W.®?</p> <input type="checkbox"/> YES <input type="checkbox"/> NO LOCAL UNION STATE IF SO, WHERE? <input type="text"/> <input type="text"/> <input type="text"/>	<p>RACE*</p> <input type="checkbox"/> WHITE <input type="checkbox"/> HISPANIC ORIGIN <input type="checkbox"/> BLACK <input type="checkbox"/> AMERICAN INDIAN <input type="checkbox"/> ASIAN <input type="checkbox"/> PACIFIC ISLANDER <input type="checkbox"/> OTHER	<p>Gender*</p> <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE

* This identification is for statistical purposes only, will be kept confidential, and will not be used for any purpose that would violate Title VII of the Civil Rights Act of 1964, as amended.

THIS PORTION TO BE FILLED IN BY L.U. FINANCIAL SECRETARY

EMPLOYEE NUMBER (IF APPLICABLE)	INITIATION DATE (mm/dd/yyyy)	TYPE OF MEMBERSHIP <input type="checkbox"/> "A" <input type="checkbox"/> "BA"
INITIATION FEE PAID \$	INITIATION FEE DUE \$	TO SHARE (1/2 TO \$60) \$
PAID \$2.00 PENSION ADM. FEE? <input type="checkbox"/> YES <input type="checkbox"/> NO	NUMBER OF PAYMENTS MADE WITH THIS APPLICATION	CARD NUMBER
Form No. 107 06/05		LOCAL UNION

Exhibit 3 – Dues Deduction Authorization

DUES DEDUCTION AUTHORIZATION

I hereby authorize and direct _____
_____ to deduct from my pay an amount equal to the dues and initiation fees in the amounts fixed in accordance with the Bylaws of Local Union and the Constitution of the International Brotherhood of Electrical Workers and to pay same to said Local Union in accordance with the terms of the bargaining agreement between the Employer and the Union.

This authorization is voluntarily made in order to pay my fair share of the Union's cost of representing me for the purposes of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union.

This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said agreement, whichever occurs sooner, without regard to whether I am a member of the Union during that period, and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and the Union within the ten (10) day period prior to the anniversary of this authorization. I understand that under current law the payments covered by this authorization are not deductible as charitable contributions for federal income tax purposes.

Name (printed) Signature

Date..... Dept.....

Exhibit 4 – Wages

- Provide the following wage treatment to the wage schedules for all populated job titles in each of the MIFA 3 CBAs – see also note below for CBA 0:

General Wage Increase Effective May 30, 2021	2.0%
General Wage Increase Effective May 29, 2022	2.0%
General Wage Increase Effective May 28, 2023	2.0%
General Wage Increase Effective May 26, 2024	2.0%

- For employees covered by CBA 0, the above General Wage Increases will also be applied to their existing basic wage rates, except for the 3 employees designated below whose wage rates will first be adjusted.
 - The wage rates for Messrs. B. Garrett, Steinbeck & Pearson will be changed to \$38.74 for purposes of applying the May 30, 2021 increase.
 - See the Table below.

NAME	RATE	One Time Adjustment 5/30/21	2% Effective 5/30/21	2% Effective 5/29/22	2% Effective 5/28/23	2% Effective 5/26/24
Garrett, B*	\$38.50	\$38.74	\$39.51	\$40.31	\$41.11	\$41.93
Garrett, R.	\$38.74		\$39.51	\$40.31	\$41.11	\$41.93
Moore	\$38.74		\$39.51	\$40.31	\$41.11	\$41.93
Rios	\$38.74		\$39.51	\$40.31	\$41.11	\$41.93
Schriner	\$38.74		\$39.51	\$40.31	\$41.11	\$41.93
Rees	\$39.82		\$40.62	\$41.43	\$42.26	\$43.10
Steinbeck	\$35.30	\$38.74	\$39.51	\$40.31	\$41.11	\$41.93
Lloyd	\$39.82		\$40.62	\$41.43	\$42.26	\$43.10
Pearson*	\$36.34	\$38.74	\$39.51	\$40.31	\$41.11	\$41.93
Wolfe	\$38.74		\$39.51	\$40.31	\$41.11	\$41.93

For the Company:

For the Union:

Robert J. Costagliola
Senior VP, Labor Relations

Matt Carroll
Business Manager, IBEW Local 89

Dated: **July 28, 2021**

Dated: **July 28, 2021**