ARTICLES OF AGREEMENT

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC. (MONROE, NORTH CAROLINA)

and

COMMUNICATIONS WORKERS OF AMERICA

March 17, 2019 through March 11, 2023

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AGREEMENT BETWEEN FRONTIER COMMUNICATIONS, INC. AND COMMUNICATIONS WORKERS OF AMERICA

This Agreement, made and entered into this 8th day of December, 2013 between Frontier Communications of the Carolinas, Inc., its successors and assigns, herein called Company and COMMUNICATIONS WORKERS OF AMERICA herein called Union WITNESSETH:

ARTICLE 1 RECOGNITION

The Company recognizes the Union as the sole and exclusive collective bargaining agency with respect to rates of pay, hours of employment, and working conditions for those employees of the Plant Department at Monroe, North Carolina whose job classifications are shown in Appendix A of this Agreement. All other employees of the Company are excluded from the bargaining unit.

NON-DISCRIMINATION

Neither the Company nor the Union shall in any manner discriminate against, interfere with, restrain or coerce employees because of race, creed, color, religion, nationality, age, sex, union membership or nonmembership. The parties also agree that they will comply with statutory provisions prohibiting discrimination against the handicapped, disabled veterans, and veterans.

SUCCESSORSHIP

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 employees covered by this Collective Bargaining Agreement.

ARTICLE 2 COMPANY - UNION RELATIONS

- 1. Bargaining on wages, hours of employment, working conditions and other general conditions of employment shall be conducted by the duly designated representatives of the Union and the Company.
- 2. The Union and the Company agree to certify to each other the names of their respective officers and representatives who are authorized to represent the parties in collective bargaining.
- 3. A maximum of one (1) employee shall be allowed time off without loss of basic pay while in attendance at scheduled collective bargaining sessions with Company representatives during regularly scheduled working hours. A maximum of two (2) employees shall be allowed time off without loss of basic pay while in attendance at scheduled grievance meetings with Company representatives during regularly scheduled working hours.
 - 3.1 In the event such scheduled meetings extend beyond the hours regularly scheduled for a work day or are scheduled outside the employee's normal working hours, no compensation will be paid by the Company for time consumed outside such hours.
- 4. Both the Company and the Union agree to keep each other currently advised in writing of the names of their representatives who are authorized to handle grievances at each step of the Grievance Procedure.
- 5. When notice from one party to the other is required under this Agreement, the parties agree to keep each other informed in writing of the name of the representative who is to receive such notices.
- 6. The Company agrees that it will give the appropriate International Representative of the Union seven (7) days' advance notice of any transfer or promotion of a Union Representative, when such would affect the employee's status as a Union Representative.
- 7. Service requirements permitting, an employee who is a duly certified Representative of the Union will be given time off without pay to attend Union conferences and conventions provided that ten (10) days' notice is given to the Company. Upon receipt of a written request from CWA International or its designee, management will review and approve, on an individual case basis, additional time off without pay for absences of a duly certified Representative of the Union provided that ten (10) day advance notice is received. Such time off from scheduled work will be given, service requirements permitting.
- 8. Neither the Union nor its members shall carry on Union activities when any one of the employees involved is on duty. Insofar as this provision only is concerned, relief periods and lunch periods are not to be considered as time

on duty.

- 9. The Company will assign mutually agreeable space to the Union on which the Union may install a Union bulletin board. The bulletin board will be of a type and size approved by the Company and the board will be used only to publicize lawful Union activities or functions. Nothing detrimental or derogatory to the Company in any way may be posted on such boards.
- 10. The Company will advise each new employee that there is a collective bargaining agreement in existence.

ARTICLE 3 PAYROLL DEDUCTION OF UNION DUES

- The Company will make payroll deduction of Union dues for employees covered by this Agreement upon receipt of a written authorization (Exhibit A of this Agreement) and remit to the Union the amount thus deducted. This authorization is voluntary and is not conditioned upon present or future membership in the Union, nor is it to be considered a quid pro quo for membership.
- 2. It is understood that any authorization of dues deduction may be canceled by the employee, or by the Secretary-Treasurer of the Union. To the extent permitted by law, the cancellation of authorization will normally be processed once per calendar year, effective on or about the contract anniversary/expiration date of December 4 with fourteen (14) days' written notice to the Company and the Union.
- 3. Dues deduction for each employee shall be suspended for the month in which there are not sufficient earnings in the payroll period when dues deductions are made, and such dues deductions shall be automatically resumed when there are sufficient earnings in the payroll period in which dues are deducted.
 - 3.1 The Company agrees in the event of inability or failure to make an authorized deduction in any month, to make such deduction during the next month, if earnings are sufficient. In no event, however, will deductions be made for more than one month's dues in arrears.

The Company will furnish the Union each month a list showing:

The name of each employee for whom the Company holds an effective payroll deduction authorization form and the amount deducted for dues.

The Company shall furnish the Union a quarterly statement within ten days of the close of the quarter. The statement will be sent in electronic format including the following information for all employees in the bargaining unit file:

A listing of members transferred out of the bargaining unit. A listing of

members resigned from the Company. A listing of members granted leave of absence. A listing of members who have changed their name showing the old and new name. A listing of members for whom no deductions were made due to insufficient earnings. A listing of all employees in the bargaining unit.

4. The Company shall incur no liability from acting as agent in the collection and remission of dues.

ARTICLE 4 RESPONSIBILITIES

- The Company has the sole right and authority to direct the business including but not limited to directing the work force; determining the size of the work force; determining qualifications for jobs; creating, eliminating, and combining jobs; determining products and services offered to customers; and establishing work rules, regulations and standards. Anything not contained in this Agreement or supplementary agreements thereto is to be handled in the manner determined solely by management.
 - 1.1 The Union maintains the right to bargain over the wage rate of any combined job or newly created job classification. Should the parties be unable to reach agreement during the term of this Agreement, this matter may be appealed to arbitration if submitted, as described in Article 10, within thirty (30) calendar days after receiving the final offer from the Company.
- 2. The Union agrees that, during the term of this Agreement, neither the Union nor its agents nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slow down, or strike. The Company agrees that during the same period there shall be no lockouts. It is the mutual desire of both parties to provide uninterrupted and continuous service.
 - 2.1 In order that the intent and purpose of this Section may be effectively executed, it is agreed that the Company may discipline or discharge any employee violating the provisions of this Section.

ARTICLE 5 WORK JURISDICTION

- The Company recognizes the right of its employees to perform its work and will make every reasonable effort to plan its work and forces to accomplish this end.
- The Company agrees that in its employment of contract labor to assist in the carrying out of its programs of construction, installation, removal, maintenance and/or repair of telephone plant, it will not lay-off or part-time,

nor continue on current lay-off or current part-time status any regular employee who has the necessary qualifications to perform the same work as that which is being performed by contract labor.

ARTICLE 6 SENIORITY

- An employee's seniority date shall be the same as that recognized by the Company as his/her accredited service date except that time spent by an employee on legal strike will be included for accrual of seniority, but not accredited service.
 - 1.1 When two or more employees have the same seniority date, the employee having the lower Social Security number (considering only the last four (4) digits) will be senior.
- 2. Employees entering this bargaining unit from another CWA bargaining unit which observes reciprocating CWA bargaining unit seniority will have seniority based on the length of continuous employment in their previous CWA bargaining unit.
- 3. Employees entering this unit from a non-bargaining unit position will have seniority equal to accredited service previously accrued as an employee in this bargaining unit.

ARTICLE 7 HOURS OF WORK – BASIS OF COMPENSATION

- 1. Work Schedules. Work schedules for all employees for the next calendar week shall be officially posted by 4:00 PM on Thursday to show for each such employee the scheduled or assigned tours for that week including the starting and ending time of such tours.
 - 1.1 When scheduled hours are shifted by the Company, all hours worked within the twenty-four (24) hours after notice of the shift but outside of the officially posted tour shall be paid for at the overtime rate.
 - 1.2 All hours worked after the expiration of twenty-four (24) hours' notice and outside of the officially posted tour shall be paid for as if no shift in such tour had been made.
- 2. The Company agrees to assign hours in accordance with the preference of employees at intervals of at least thirteen (13) weeks in each work group in the order of their seniority provided that in the judgement of the Company such scheduling results in meeting service requirements in an efficient and effective manner.

- 2.1 Changes in Tours and Days Off. At the request of the employee or employees involved and by mutual consent between the supervisor and such employee or employees involved, tours and days off may be exchanged, or individually posted work schedules may be changed.
- The Company will plan its work to be performed by employees in such a manner that normal work schedules for Saturday and Sunday work will be only those necessary to handle service requirements.
 - 3.1 Such Saturday and/or Sunday assignments shall be rotated among those employees regularly assigned to the work.
 - 3.2 When appropriate, the Company agrees to rotate days off among all qualified employees on the tour schedule based on service requirements.
- 4. Relief Periods. All employees shall be assigned or allowed one fifteen (15) minute relief period during each full session worked.
- 5. Overtime. Overtime will not be worked unless authorized by the employee's supervisor. When the work assignment is made by the Company, the overtime rate shall be paid for:
 - 5.1 All time worked in excess of eight (8) hours in any scheduled work day; or,
 - 5.2 All time worked in excess of forty (40) hours in any one work week for which overtime has not been paid under 5.1 above.
 - 5.2.1 For the purpose of this provision, holiday time paid but not worked will be counted as time worked, but not in excess of eight (8) hours.
 - 5.3 Insofar as practicable, opportunity for overtime work shall be equalized among all those employees within each work group. The Company agrees to post a list of overtime worked on a monthly basis.
 - 5.4 Overtime work will normally be assigned to those employees who perform the work operations involved in the overtime assignment.
 - 5.5 There shall be no pyramiding of overtime rates and/or premium rates for the same hours worked except for all time worked on Sunday.
 - 5.6 Plant Department employees regularly scheduled for work shall be permitted a minimum of eight (8) hours of continuous rest in each twenty-four (24) hour period. Any emergency hours worked which are sufficient to prevent the obtaining of eight (8) hours continuous rest shall be deducted from the next working day without loss of pay.

5.7 When sufficient volunteers for overtime have not been obtained to meet the Company's service requirements, an employee may be required to work up to two (2) hours per day in addition to the regularly scheduled tour. Management will make reasonable efforts to provide notice to an employee required to work such overtime prior to the overtime assignment. The Company will consider extenuating circumstances which may warrant excusal from such assignments. Employees requesting to be excused from an overtime assignment should notify their supervisor as far in advance as practicable. If an employee is dispatched on a job they will be expected to complete the job they are dispatched on.

ARTICLE 8 NORMAL WORK SCHEDULES

- 1. Normal Workday
 - 1.1 Eight (8) hours of time on duty shall constitute a normal tour of work.
- 2. Normal Work Week and Workday
 - 2.1 Five (5) tours shall constitute the normal work week. Assignments of daily tours shall be between the hours of 12:01 a.m. Sunday to 12:00 Midnight the following Saturday.

ARTICLE 9 GRIEVANCE PROCEDURE

- 1. A grievance is hereby defined as any alleged violation of the terms or the application of the terms of this Agreement, unfair or improper treatment of an employee covered by this Agreement, or any alleged action by the Company or its representative which causes an employee to lose his/her job. Unless by mutual consent a substitute procedure is adopted, grievance matters shall be processed in accordance with the procedure set forth in this Article.
- 2. Before a grievance may be submitted, the grievance shall be reduced to a statement in writing on a form provided by the Company.
 - 2.1 The particular form adopted for submission of grievances shall be mutually agreed upon by both parties and shall be the only recognized form.
 - 2.2 The written statement shall set forth the specific nature of the alleged grievance briefly, but in sufficient detail that dates, times, occurrences, and the nature of the circumstances causing the grievance can be

identified readily. There shall also be a statement as to the specific Article, Section and Sub-section of this Agreement which allegedly has been violated.

- 3. It is understood that an International Representative of the Union may be present on the Union's behalf during Step 2 and onward.
- 4. When any matter referred to in Section 1 of this Article arises, it shall be processed as follows:
 - STEP 1. The employee or group of employees may present the grievance, in person or through the Union Steward, to the immediate supervisor who has supervision over, and direction of, the work performed by the employee. The supervisor shall normally meet with the employee(s) and/or Union Steward within one (1) week and give a decision within one (1) calendar week following the grievance meeting. If a decision is not satisfactory to the Union or the employee, the matter may then proceed to the next step of the grievance procedure by written notice to the President or the President's designated representative within one (1) calendar week after receipt of the Company's answer to Step 1.
 - STEP 2. The President or the President's designated representative then will normally meet in person or via teleconference, if mutually agreed upon, with the Union Grievance Committee within one (1) calendar week after receipt of written notice from the Union and shall render a decision within one (1) calendar week after discussions have been completed. If the decision is not satisfactory to the Union, the matter may proceed to Step 3 by written notice within one (1) calendar week thereafter. At the request of either party, and agreeable to the other, this Step 2 may be waived.
 - STEP 3. The grievance shall be reviewed in a meeting (via teleconference, if mutually agreed upon, or in person) of the parties concerned with the President or the President's representative within three (3) calendar weeks after receipt of written notice. The President or the President's representative will normally render a decision within one (1) calendar week following the meeting.
- 5. It is understood that the parties involved in each step of the grievance procedure may, by mutual agreement, waive the time limits imposed in the specific step at which the grievance is being processed. Any waiver agreed upon shall be either made in writing or confirmed in writing.
- 6. Nothing contained in this Article shall be construed to restrict in any way the individual right of employees to present grievances directly to the Company provided the Union has been given an opportunity to be present at the adjustment and such adjustment does not conflict with any terms or provision of this Agreement.
- 7. The Union agrees the Company shall assume no responsibility for and shall

not be required to consider any grievance unless the grievance shall have been presented under and in accordance with the provisions of this Article, "Grievance Procedure" and presentation made within thirty (30) calendar days after its alleged original occurrence.

- 7.1 Grievances relating to the discharge, discipline or demotion of an employee shall be filed within two (2) calendar weeks following the effective date of the action.
- 7.2 Any claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at the basic rate.
- 8. Grievance settlements at Step 1 and Step 2 shall be binding on the parties only with respect to the particular circumstances and employee or employees involved in the grievance so settled and shall not be considered in any way as having a precedent setting effect on any future grievance or grievances.

ARTICLE 10 ARBITRATION

- 1. Grievances arising from the interpretation or application of the terms of this Agreement which cannot be resolved through the provisions of the "Grievance Procedure" may be submitted to arbitration.
- 2. Any request for submission for arbitration by the Union shall be in writing and signed by an authorized representative of the Union. Such request must be made within thirty (30) calendar days from the date of receipt of the Company's answer at the Third Step of the Grievance Procedure. The parties shall then meet to determine the specific issue to be submitted to the arbitrator.

3. Arbitration Procedure

- 3.1 The arbitrator shall render decisions as expeditiously as possible on any and all matters submitted as provided in this Article.
- 3.2 The Union and the Company agree to provide all necessary facilities and cooperate with the arbitrator in every way possible.
- 3.3 Either on the arbitrator's initiative or at the request of either party, the arbitrator may hold a hearing and examine the witnesses of each party.
- 3.4 Both the Company and the Union shall have the right to cross examine all witnesses in the arbitration hearing.
- 3.5 The arbitrator, the Union or the Company shall have the right to record or have recorded the proceedings of the arbitration.

4. Authority and Decision of Arbitrator

- 4.1 The arbitrator shall have only the authority to rule on the specific issue as determined by the parties. The arbitrator shall not have authority to add to, subtract from, modify, or in any way alter any terms of the Agreement between the parties.
- 4.2 Any back pay award will be only at the basic rate and the amount of the award can be no greater than the amount which the employee would have received during the period in question, less any monies actually received from any source during the period.
- 4.3 The decision and/or award of the arbitrator shall be final and binding on both parties.

5. Cost of Arbitration

- 5.1 Compensation and expenses of the arbitrator and the general expense of the arbitration shall be shared equally by the parties.
- 5.2 Each party shall bear the expense of its representatives and witnesses.
- 6. If, within one (1) calendar week of a written request for arbitration, the parties are unable to agree on the person to be selected as arbitrator, an arbitrator shall be selected by alternately striking (Union to have the first strike) from a list of nine (9) proposed arbitrators to be submitted by the Federal Mediation and Conciliation Service (FMCS).

ARTICLE 11 ABSENCES FROM DUTY

- 1. Leaves of absence, without pay, not to exceed six (6) months may, requirements of the service permitting, be granted by the Company for good and compelling reason to regular employees having eighteen (18) months or more accredited service, upon receipt of written request for such leave. Each such request will be considered on an individual basis and will be approved or disapproved dependent upon the overall work record of the employee. Such leaves may be extended for an additional period of not to exceed thirty (30) days.
 - 1.1 The employee concerned, desiring to return from leave, shall give the Company 30 days' notice of this desire in writing, and the date he will be available. He shall be given the opportunity for reemployment before a new employee is hired, provided he is qualified to perform the work.

2. Maternity Leaves

- 2.1 Maternity Pre-Disability Leave A Maternity Pre-Disability Leave will be granted to regular employees upon written request and upon receipt from a licensed physician of a written certification of the employee's pregnancy and expected dates of confinement. The Maternity Pre-Disability Leave covers only a period of absence from work prior to the employees becoming medically disabled as a result of pregnancy.
 - 2.1.1 A Maternity Pre-Disability Leave will be granted for a period, which when combined with a Maternity Post-Disability Leave (if applicable) will not exceed six (6) months. This six (6) months' maximum period may be extended for an additional period not to exceed thirty (30) days.
 - 2.1.2 Should the employee desire to return to work prior to the end of the Maternity Pre-Disability Leave, she will be returned at the earliest opportunity.
- 2.2 Maternity Post-Disability Leave Following a period of pregnancyrelated disability, a regular employee may be granted a Maternity Post-Disability Leave for child care or similarly sufficient reasons, provided written request of such leave is received by the employee's supervisor at least two (2) weeks prior to the expected date of release by the attending physician.
 - 2.2.1 Maternity Post-Disability Leaves of Absence will not exceed six (6) weeks. When desirous of returning to work, the employee will notify the Company in writing of the desired date and the Company shall return the employee to her former job classification at the earliest opportunity in accordance with the seniority provisions of this agreement.
- 3. Granting of Military Leaves and Their Duration Military Leaves of Absence will be granted to all employees (male and female) who leave positions, other than temporary, to enter the Armed Forces of the United States. Such leaves will extend from the day employees report for military service to the ninety-first (91st) day (31st day if military service is for six (6) months or less) following their release from active military duty or from hospitalization continuing for one (1) year after discharge, or until the return to active employment, whichever date is earlier. For the purpose of this contract, "Armed Forces" shall include the Army, the Air Force, the Navy, the Marine Corps, the National Guard and the Coast Guard.
- 4. Vacation Pay An employee who has not taken the entitled vacation in the calendar year may take the vacation due prior to reporting for military service, or a cash payment in lieu of vacation may be paid, but the selection shall be made by the employee.

- 5. Reinstatement Employees who are granted military leaves of absence will be reinstated in their former position in the Company or will be given positions of like seniority, status, and pay, provided he applies within ninety (90) days (31 days if military service is for 6 months or less) after discharge from military service. Full recognition for wage progression and for all other purposes will be given to military leaves of absence in the same manner that the period of time would be recognized had the employee remained continuously in the position held at the beginning of the leave of absence.
- 6. Reserve Training Any regular full-time employee who is a reserve officer or has enlisted in any of the reserve units shown below shall, when ordered to report for training by his/her Commanding Officer to any training center or camp, be excused by the Company to receive such training.
 - 6.1 List of Military Units to be included in the above paragraph: Army/Navy/Air Force/Marine Corps/Coast Guard/State Guard/Marine Guard/National Guard.

ARTICLE 12
PAID ABSENCES

- 1. Any regular employee who suffers a death in the immediate family shall be excused from duty for bereavement without loss of basic pay for a maximum of three days. The time paid for shall be limited to lost, scheduled work time, not to exceed three (3) days. The term "immediate family" shall mean a wife, husband, father, mother, grandfather, grandmother, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter, son, sister, brother, or grandchild. In extenuating circumstances, an employee will be allowed up to three (3) additional days without pay. Should this additional time be expected to be taken, management should be notified by the employee prior to the employee leaving. Additional days off without pay will be allowed with management approval.
- 2. When a regular employee is called for jury service, the employee shall be excused from his/her regular duties for the session of the tour in which he/she is required to appear in court. If necessary, and when appropriate notice is given, an employee will be scheduled for a day tour.
 - 2.1 An employee absent for jury duty service will be paid by the Company at the basic rate of pay that would have been applicable had the employee worked his/her scheduled tour. Additionally, the employee will be allowed to retain any payment for jury service.
- 3. Absences excused without loss of basic pay other than those provided for above may be permitted at the discretion of the employee's immediate supervisor with approval of the General Manager.

- 4. Effective December 8, 2002 employees with less than one year accredited service shall receive no benefits. In cases of physical disability resulting from compensable accidental injury while on the job, the Company will pay the difference, if any, between the amount paid to the employee under Worker's Compensation and the employee's basic rate in accordance with the schedule set forth below.
 - 4.1 Up to five (5) years' accredited service, full pay not to exceed thirteen (13) weeks.
 - 4.2 Over five (5) years' accredited service, full pay for not over thirteen (13) weeks and half pay for not over thirteen (13) weeks.
 - 4.3 In cases of physical disability resulting from compensable accidental injury while on the job for absences that commence on or after December 8, 2002, the Company will pay the difference, if any, between the amount paid to the employee under Worker's Compensation and the employee's basic rate in accordance with the schedule set forth below:
 - 4.3.1 Employees with one (1) year but less than five (5) years accredited service; four (4) weeks' full pay and thirteen (13) weeks' half pay. Three (3) scheduled days' waiting period.
 - 4.3.2 From five (5) years but less than ten (10) years accredited service; thirteen (13) weeks' full pay and thirteen (13) weeks' half pay. Two (2) scheduled days' waiting period.
 - 4.3.3 Employees who have attained at least ten (10) years' accredited service but less than fifteen (15) years, shall have thirteen (13) weeks' full pay and thirteen (13) weeks' half pay. One (1) scheduled waiting day.
 - 4.3.4 Employees with (15) years but less than twenty (20) years accredited service; shall have twenty (20) weeks' full pay and six (6) weeks' half pay. One (1) scheduled waiting day.
 - 4.3.5 After twenty (20) years, twenty-six (26) weeks' full pay. No waiting period.

5. Sickness Benefits

5.1 Effective December 8, 2002 employees with less than one year accredited service shall receive no benefits. Regular full-time employees shall be paid at the basic rate of pay for absences from scheduled working days when incapacitated by (1) illness, (2) non-compensable physical injury, or (3) pregnancy, childbirth, or a related medical condition in accordance with the following schedule:

- 5.1.1 Employees with one (1) year but less than five (5) years accredited service; shall have four (4) weeks' full pay and thirteen (13) weeks' half pay. Three (3) scheduled days' waiting period.
- 5.1.2 From five (5) years but less than ten (10) years accredited service; shall have thirteen (13) weeks' full pay and thirteen (13) weeks' half pay. Two (2) scheduled days' waiting period.
- 5.1.3 Employees who have attained at least ten (10) years' accredited service but less than fifteen (15) years, shall have thirteen (13) weeks' full pay and thirteen (13) weeks half pay. One (1) scheduled waiting day.
- 5.1.4 From (15) years but less than twenty (20) years; shall have twenty (20) weeks' full pay and six (6) weeks' half pay. One (1) scheduled waiting day.
- 5.1.5 After twenty (20) years, twenty-six (26) weeks' full pay. No waiting period.
- 5.1.6 If accredited service is five (5) years and over no waiting period if no benefits have been paid to the employee within six (6) months prior to the present illness or disability.
- 5.2 An employee absent due to illness within fourteen (14) full calendar days after returning to work from a previous illness for which sickness disability benefits were paid will not be required to undergo an additional waiting period in connection with the second illness.
- 5.3 Successive periods of sickness disability shall be counted together as one period in computing the period during which the employee shall be entitled to benefits except that any sickness occurring after an employee has been continuously engaged in the performance of duty for a period of time which is equivalent to thirteen (13) weeks shall be considered as a new sickness and not as part of any disability which preceded such period of thirteen (13) weeks.
- 5.4 An employee's accredited service as of the first day of absence from scheduled work shall determine the length of time for which benefits will be paid during that absence.
- 5.5 Upon request, an employee who is absent due to illness will have his/her physician complete and forward to the Company a certificate outlining the nature of the illness. When such a request is made, payment of benefits will be contingent upon the receipt of such completed certificate.

- 5.6 Benefits will not be granted to an employee after the employee has commenced a vacation or leave of absence, except that benefits will be granted to eligible employees who are on a Maternity Pre-Disability Leave of Absence, contingent upon receipt of a physician's certification of their pregnancy-related disability. For this purpose, a vacation or a leave of absence will be considered to have commenced immediately after the termination of the employee's last tour of duty worked.
 - 5.6.1 An employee who becomes ill during a paid vacation period and is unable to work on the date scheduled may be entitled to benefits. In such case, the date on which the employee was scheduled to return to work shall be considered as the first day of absence due to disability.
- 5.7 The benefits prescribed in this Article shall not be paid for sickness and/or disability due to gainful employment outside the Company. Any employee found to have abused the sickness or disability benefits privilege by falsification or misrepresentation shall be subject to discharge.
- 5.8 A regular full-time employee with more than one (1) year of service who leaves work after working two (2) hours due to illness during the first session will be paid at the basic rate for that session and the second session will be subject to benefits (if applicable) or will constitute the first half day of the waiting period. Such an employee who leaves work after working two (2) hours during the second session will be paid for one (1) full day and the waiting period for benefits will begin on the following scheduled workday.
- 5.9 Effective July 1, 2006, employees, whose attendance meets or exceeds the Company's attendance guidelines, may with supervisory approval use any available Floating Holidays to supplement approved non-paid short-term disability waiting days for non-paid illness or non-compensable injury benefits. Such requests for Floating Holidays will not be subject to the grievance and arbitration procedures.

ARTICLE 13 JOB BIDDING AND TRANSFER PROCEDURES

1. The Company may transfer or promote employees between jobs covered in this agreement.

- 1.1 Vacancies within the bargaining unit, except those listed in Appendix A, Schedule 1 and 6; temporary, term and part-time vacancies; those created when an employee does not return from maternity leave; those filled in accordance with Article 16, 1.1 and 2; shall be filled through the following Electronic Hourly Job Posting procedure.
- 1.2 Only those employees who have been in their present position for eighteen (18) months or more, and for whom the vacancy will offer a lateral transfer, promotion or demotion, will be eligible for consideration of posted job vacancies. The eighteen (18) months' requirement referred to herein shall not apply to bids by employees who are in a position due to a force adjustment. However, if no qualified bids are received, employees with less than eighteen (18) months in their present position who have expressed their desire for the vacancy through the Company Career webpage procedure will be considered.
- 1.3 Vacancies will be announced electronically (e-mail or equivalent) in advance of the filling of the job. Interested employees will have six (6) business days from the date of the announcement to submit their application for these vacancies.
- 2. The Human Resources Department will notify, within five (5) working days of receipt of a proper authorization, a designated Union representative of all job vacancies approved for staffing. The Company will provide the hiring supervisor, and one (1) other designated Union representative, a Notice of each Job Vacancy which may be used for posting on appropriate bulletin boards. The Company will notify the designated Union representative of all jobs filled through the bidding procedure, including the name of the person selected to fill the vacancy, and those who were considered for the vacancy.
- 3. Requests submitted shall contain an outline of the bidding employee's experience, qualifications, training, and other factors. Requests made in accordance with the above shall be submitted electronically to the Company Career webpage with a copy to the designated Union representative by the last day of the job posting in order to be considered for a posted job vacancy.

Requests will be submitted electronically. All eligible employees who meet all of the minimum job qualifications, including successful completion of applicable job tests, may apply for a posted vacancy that offers a promotion, (to a higher job classification), demotion (to a lower job classification/wage schedule), or lateral transfer (to another job on the same wage schedule.) it is understood that such applicants who have not successfully completed the applicable job testing requirements by the closing date of the job posting due to vacation or scheduling conflicts with will be given the opportunity to take the required tests prior to the identification of the qualified candidates list for the specified job vacancy. In making such promotions, lateral transfers or demotions, the Company will make its selection among all employees who applied for the posted job vacancy whose ability and qualifications are consistent with the job Requirements. In addition, written requests for a

demotion or lateral transfer will be considered based on seniority, qualifications, and service requirements. When two or more employees have substantially the same qualifications to efficiently and effectively perform the work, seniority shall govern, unless a junior employee's qualifications (knowledge, skills, abilities, training, and efficiency) are definitely greater, the Company has the right to select this junior employee for the position. The selected employee shall be placed on the new wage schedule within sixty (60) days following selection and shall be placed in the job at that time.

- 4. If an employee refuses a position offered through the Electronic Job Posting procedure, the request will be canceled and the employee will no longer be eligible for the posted position. If no requests or qualifying requests are on file, then the Company may either promote demote or transfer an employee in accordance with the seniority provisions of this Agreement, or hire a new employee to fill the vacancy.
- 5. When an employee is demoted because of incompetence or employee's bid/request, the employee's rate of pay shall be reduced to the amount next below his/her present wage rate on the wage schedule applicable to the new classification.
- 6. When an employee is demoted because of lack of work, the employee's rate of pay shall not be reduced if his/her wage rate is at or below the maximum wage rate for the new classification. If the employee's rate is above the maximum wage rate for the new classification, the employee's rate of pay shall be adjusted to the maximum wage rate for the new job effective at the beginning of the first payroll period which occurs six (6) months after the effective date of the reclassification.
- 7. When an employee is promoted to a higher rated job, the employee will have his/her wage rate adjusted to the amount next above his present wage rate on the wage schedule applicable to the new classification.
- 8. When an employee is transferred, his/her progression date is not affected.
- 9. The Company reserves the exclusive right to make the selection of employees for promotion to positions not covered by this Agreement.

ARTICLE 14 TEMPORARY ASSIGNMENT

- 1. A regular employee temporarily assigned to the work of a higher classification for at least two hours shall have his/her wage rate adjusted in the same manner as a promotion for the time engaged in the work.
 - 1.1 Upon returning to his/her regular job classification, the rate of pay for an employee receiving the temporary rate for the higher classification shall

be adjusted to that which the employee would have been making had he/she remained on his/her regular job.

2. A regular employee temporarily assigned to the work of a lower classification shall continue to receive the rate of pay applicable to his/her regular job.

ARTICLE 15 MEALS, BOARD AND LODGING ALLOWANCE

- 1. Employees covered by this Agreement may be subject to work assignments at other than their normally assigned locations.
 - 1.1 When an employee is assigned to work outside the Company's operating area, which requires overnight absences, reasonable board, lodging, transportation and other necessary expenses will be paid by the Company when properly receipted bills are furnished. Lodging and transportation may be furnished by the Company. A meal allowance will be provided as follows:

Breakfast \$10 Lunch \$12 Dinner \$18

1.2 Employees will be reimbursed based on the local Company Meal Allowance policy for an overtime meal allowance after working three (3) consecutive overtime hours immediately following his/her scheduled tour.

ARTICLE 16 FORCE ADJUSTMENTS

- 1. Whenever the Company deems it necessary to part-time or lay-off regular employees, such force adjustments as it may be deemed necessary shall be made in the inverse order of seniority among employees performing essentially the same type of work.
 - 1.1 An employee notified by the Company that he/she is to be laid off under this Section shall have the right to claim a job equal to or lower than his/her present job which the employee is able to perform satisfactorily and which currently is being filled by an employee having less seniority.
- 2. In filling vacancies following a force adjustment, the Company will first consider, in lieu of job bidding, written transfer requests from employees desiring to reclaim their former positions held prior to the layoff. In staffing vacancies in this manner, the provision requiring an employee to remain in his/her job for at least eighteen (18) months before becoming eligible to transfer will be waived.
 - 2.1 Such a request should be submitted to the Division Personnel Manager.

Request will be void after refusal to accept the former classification.

- 2.2 When an employee reclaims his/her former higher position after being displaced, the employee's wage rate will be adjusted to the wage rate on the new schedule which is at least equal to the wage rate the employee last held in his/her former job classification and is at least equal to his/her present wage rate.
- 3. An employee shall not accumulate accredited service or seniority while on layoff, but shall retain his seniority and continuity of accredited service as of the date of layoff for a period not to exceed eighteen (18) months. If not recalled within eighteen (18) months from the date of layoff, such employee will cease to have seniority which may give him/her any right of recall.
 - 3.1 Laid off employees will have the right of recall over any new employees as provided in this Section 3.1. When the Company has a job vacancy to which it can recall an employee, it will send a registered letter to the former employee's last known address. Former employees who are qualified to perform the duties required in the available job shall be notified in the inverse order in which such employees were laid off. The former employee shall advise the Company, by registered mail, of his/her acceptance or rejection within five (5) days after the receipt of the Company letter, and shall report for work within eighteen (18) days after receipt of the Company letter. Refusal to accept recall to a job of equal pay to the one from which he/she was laid off or failure to reply to the Company's letter will cause the former employee to forfeit any further right to reemployment under this provision.

ARTICLE 17 VACATIONS

- 1. Vacations shall be granted to regular employees at their basic rate of pay in accordance with the following schedule:
 - 1.1 Effective 1-1-2000, two (2) weeks' vacation for one (1) year service but less than five (5) years' accredited service.
 - 1.2 Effective 1-1-2000, three (3) weeks' vacation for five (5) years', but less than fifteen (15) years' accredited service, commencing with the calendar year in which such service is or will be achieved.
 - 1.3 Four (4) weeks' vacation for fifteen (15) or more years' accredited service, commencing with the calendar year in which such service is or will be achieved.
 - 1.4 Five (5) weeks' vacation after twenty-five (25) years of accredited service.

- Vacations may be taken any time during the calendar year, subject to service requirements, and vacations may be split into periods of calendar weeks if desired selection of vacation time will be based upon seniority in each work group.
 - 2.1 The Company will make available to each work group, on or about November 1 of the preceding year, a vacation schedule showing the number of employees in each work group who can be off during a given period, in order of seniority, together with the vacation allowance for which each is eligible.
 - 2.2 Starting on or about November 15, the Company will make a reasonable effort to contact employees, in the order of their seniority, so that they may choose a vacation period from those available. Employees not making a selection at the time of contact and employees whom the Company was unable to contact after a reasonable effort to do so, shall be passed over but shall have the right to make a selection from the remaining available vacation periods in accordance with their seniority at any subsequent time prior to December 15. Except by mutual agreement, vacation periods for employees failing to meet this requirement shall be assigned by the Company.
- 3. Vacations, if not taken, shall not be allowed to accumulate from year-to-year, except that employees eligible for four (4) weeks or more of vacation shall be allowed to carryover a maximum of one (1) week to be taken by April 1 of the following year, in accordance with the vacation selection method in Article 17. An employee who requests to schedule a carryover vacation week will not be considered until all other eligible employees current year vacation is selected. Such carry over vacation cannot be taken one-day-at-a-time. Should the National MOA (Exhibit VII Vacation Carry Forward Banking) not be renewed during the term of this agreement, the provisions of this Article 17, #3 shall no longer apply. In that event, there will be no Vacation Carry Forward into the calendar year following expiration of the National MOA.
- 4. Part-time employees must work 520 hours a year to qualify for vacation with pay in the subsequent year. Vacation pay for qualified employees shall be one-half day for each month (173.3 hours equal one month) worked in the previous calendar year. Such vacation pay shall not exceed five (5) days in the first eligible year.
 - 4.1 Part-time employees will also be eligible to receive vacation with pay cumulative over two (2) years on the same basis, not to exceed ten (10) days in any year, provided the employee qualifies each year for a paid vacation.
- 5. One week of vacation for those employees eligible for three (3) or more weeks' vacation may be taken one-day at-a-time.

5.1 Employees eligible to take vacation "one day at-a-time" will notify their supervisor of this desire. All selections will be submitted in writing in advance and will be subject to service requirements. Requests will be honored in a first-come, first-serve basis except those requests made prior to January 15 which will be honored by seniority. Management will respond in a timely manner to all requests. All choices and subsequent changes will be by mutual agreement between the employee and the supervisor.

ARTICLE 18 HOLIDAYS

1. The Company recognizes the following paid holidays:

New Year's Day
National Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Six Floating Holidays
Seven (7) Floating Holidays (effective 1/1/2008)

1.1 Effective January 1, 2006, regular full-time and part-time employees may observe six (6) Floating Holidays), as noted below:

New regular full-time and part-time employees hired during the first quarter will be eligible for six (6) Floating Holidays.

New regular full-time and part-time employees hired during the second quarter will be eligible for four (4) Floating Holidays.

New regular full-time and part-time employees hired during the third quarter of the year will be eligible for three (3) Floating Holidays.

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

New regular full-time and part-time employees hired on or after December 1, will not be granted Floating Holidays for that calendar year.

1.2 Effective January 1, 2008, new regular full-time and part-time employees hired during the first quarter will be eligible for seven (7) Floating Holidays.

New regular full-time and part-time employees hired during the second quarter will be eligible for five (5) Floating Holidays.

New regular full-time and part-time employees hired during the third quarter of the year will be eligible for three (3) Floating Holidays.

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

New regular full-time and part-time employees hired on or after December 1, will not be granted Floating Holidays for that calendar year.

- 1.3 Regular full-time and regular part-time employees who have one year of accredited service or more may observe a Floating Holiday as mutually agreed upon by the employee and the supervisor as described above. Requests for observing the Floating Holiday(s) must be submitted to the supervisor in writing subsequent to the finalized vacation schedule. When a particular date is requested by more employees than may be allowed off, the request(s) will be granted in order of receipt, and if more than one such request is received on the same day, the request(s) will be granted in order of seniority. Employees will select their Floating Holidays not later than November 1 of the year in which the holiday is to be taken or such will be designated.
- 1.4 The Floating Holiday(s) may be taken in four (4) hour increments if requested as described above or if mutually agreed to by the supervisor and employee.
- 1.5 Effective July 1, 2006, employees whose attendance meets or exceeds the Company's attendance guidelines, may with supervisory approval use any available Floating Holidays to supplement approved non-paid short term disability waiting days for non-paid illness or non-compensable injury benefits. Such requests for Floating Holidays will not be subject to the grievance and arbitration procedures.
- 1.6 An employee discharged for just cause will not receive pay for unused company designated or floating holidays.
- 2. Holiday allowance for regular full-time employees will be eight (8) hours' pay at the basic rate.
- 3. Employees scheduled to work on a holiday shall be paid the holiday allowance and, in addition, shall be paid for the time they work on the holiday at one and one-half times the basic rate for up to eight (8) hours. Work beyond eight (8) hours shall be paid as overtime.
 - 3.1 Holiday allowance will not be paid when an employee is absent on a

scheduled holiday or either of the scheduled work days which immediately precede or follow the holiday unless such absences are approved by the employee's supervisor. When an employee is scheduled off on the above days, approval for the absence has been given in advance.

- If a recognized holiday falls on Saturday, the previous Friday shall be observed.
- 5. If a recognized holiday falls on Sunday, the following Monday shall be observed.
- 6. When a holiday recognized by this Agreement falls within an employee's vacation period, another day of vacation in lieu of the holiday will be allowed and taken during the quarter in which the Holiday falls.

ARTICLE 19 TERMINATION ALLOWANCE

- Regular full-time employees whose services with the Company are terminated because of technological changes will receive termination allowance at the basic hourly rate equal to one (1) week's pay for each full year of accredited service up to a maximum of ten (10) weeks.
- 2. Employees who have once been paid a termination allowance, and later reengaged must complete one (1) full year of employment before being eligible for a termination allowance for a subsequent separation, and the amount of such allowance shall be based on the period of employment between the date of the employee's most recent re-engagement and the subsequent separation.
- 3. No termination allowance will be paid employees who are separated from the Company in any other manner than as specified in this Article.

ARTICLE 20 TOOLS

- Tools required by employees in the performance of their duties will be furnished by the Company. All tools so furnished will be and remain the property of the Company.
- 2. Special tools and body tools of an approved type which employees were formerly required to furnish will be replaced by the Company without charge when such tools are deemed by the Company to be unfit for further use upon presentation of the defective tool. Tools issued as replacements for tools formerly owned by the employee shall remain the property of the Company.

3. Employees who are furnished tools by the Company will be held responsible for the proper use, maintenance and care of such tools, and will pay for tools which are damaged or stolen due to improper care or negligence. Employees will pay for such tools which are lost.

ARTICLE 21 DIFFERENTIAL AND PREMIUM PAYMENTS

- 1. When an employee is assigned by Management to be lineworker-in-charge or in-charge of a work group, the employee shall receive a differential of \$.75 per hour above his/her basic rate for all hours worked during the period of the assignment.
- 2. Time worked on Sunday will be paid at one and one-half times the employee's basic rate.
 - 2.1 Such time worked on Sunday shall be considered as part of the normal week.
- 3. A premium of \$1.00 per hour will be paid for each full regular scheduled hour worked between the hours of 9:00 p.m. and 6:00 a.m.
- 4. Employees called out to work during hours outside their scheduled hours for that day shall be paid at the overtime rate for all such call-out hours, with a minimum of two (2) hours' pay at the overtime rate. Employees are expected to make a reasonable effort to respond in a timely manner to requests by Management for call-out assignments.
 - 4.1 When work necessary to care for the call extends beyond the starting time of the employee's next regular work day, premium pay shall then terminate and straight-time pay shall apply during such regular work day.

ARTICLE 22 CONTENTS OF AGREEMENT

- 1. It is agreed that practices and/or policies of any prior owners or managers of the properties covered by this Agreement shall not be binding on either party unless any such practices and/or policies are set forth in this Agreement.
- 2. Nothing in this Agreement shall be construed to require either of the parties to act contrary to any State or Federal Law, governmental authority or declaration. In the event any such condition arises, it is agreed that this Agreement shall be deemed to be modified in respect to either or both parties only to the extent necessary to comply with the law order or declaration.

ARTICLE 23 PROBATIONARY EMPLOYEES

All new employees of the Company shall serve a probationary period of nine (9) months uninterrupted service or its actual work time equivalent. By mutual consent of the parties, this probationary period may be extended an additional three (3) months. Termination of employees during the probationary period shall not be subject to the arbitration procedures of this Agreement.

ARTICLE 24 UNSAFE WEATHER CONDITIONS

Employees are not required to perform their regularly assigned duties when it would be unsafe to do so. When employees have reported for a normal workday and the work is discontinued by management due to unsafe weather conditions, they will be assigned to inside activities for their normal tours so that they will incur no loss of straight time pay. When employees are confronted with unsafe weather they shall call their designated supervisor. Rain gear is provided for use when required by weather conditions.

ARTICLE 25 DEFINITIONS

- 1. Accredited Service: The term "Accredited Service" shall mean the aggregate of the years and months of active employment in the service of the Company, its predecessors, its associated companies or companies affiliated with the corporation that is recognized for service purposes. Accredited Service shall include all active employment for which a wage or salary was paid, and any additional excused absent time or leave of absence time that was specifically approved for service credit purposes in accordance with published statements of Company policy.
 - 1.1 When an employee's employment has been terminated and thereafter the individual is reemployed and accumulates 1,000 hours of accredited service, then the break in the employee's employment shall be added to the 1,000 hours of accredited service which has accumulated since reemployment, the period of all accredited service which the employee had previously accumulated, provided each such prior accredited service equaled or exceeded six (6) months. Employees are responsible for initiating the process to have his/her previous employment time bridged. Official company record shall be used for the verification of all prior service.
 - 1.2 Any approved absence or layoff of up to one year will not constitute a break in service.

- 2. Basic Rate: The rate of pay for a given classification as set forth in the wage schedule of the Labor Agreement.
- 3. Employee: A person who performs the work of the Company in a job classification that is in the recognized collective bargaining unit.
- 4. Gender: Where a male gender is used in this Agreement, it shall also indicate female gender if applicable in context to the sentence.
- 5. Operating Area: The geographical area under the operating jurisdiction of the Monroe District on the effective date of this Agreement.
- 6. Overtime Rate: One and one-half times the employee's straight-time rate.
- 7. Part-Time Employee: One whose assignment of work is normally less than eight (8) hours per day or forty (40) hours per week.
- 8. Promotion: The change of an employee from one job classification to another job classification which is on a wage schedule providing for a higher top rate of pay than the job which the employee vacated.
- 9. Regular Employee: One who is hired for continuous employment, accumulates accredited service and seniority and is entitled to all the benefits and coverages as granted in this Agreement.
- 10. Scheduled Hours: Hours falling within an employee's scheduled tour. Any of the hours which are officially posted on the work schedule for a particular employee to work.
- 11. Service Emergencies: That period of time or condition when service to the public, the welfare of the employees, and/or the Company is or would be in jeopardy unless temporary measures are applied in an expedient manner.
- 12. Service Requirements: The requirements that are necessary to provide adequate and satisfactory communications service to subscribers and to efficiently and effectively perform the work necessary to economic operation.
- 13. Session: That portion of a tour of duty which occurs from the time an employee reports for work until he/she is excused for meal time or from the time he/she returns from his excused meal time until he/she has completed the scheduled day of work.
- 14. Straight -Time Rate: The employee's basic rate of pay plus effective premiums and/or differentials, but excluding premiums or differentials which equal one-half the basic rate of pay.
- 15. Technological Change: Means a development in the telephone art which results in improvements in technical or automatic processes which increase

- the productiveness of telephone equipment, thereby reducing or eliminating the requirement for manual operations.
- 16. Temporary Employee: One who is employed for a limited continuous work assignment not to exceed six (6) months.
- 17. Term Employee: One whose employment is intended to last longer than seven (7) months but no longer than thirty-six (36) months, has been reclassified from probationary employment, accumulates accredited service, and is entitled to all benefits provided to regular full-time employees with the exception of the Income Security Plan (ISP), Termination Allowance and Termination Allowance Alternative. Term employees are hired with the understanding that they will remain in the same occupational title for the duration of their term of employment and are not eligible for the force adjustment and layoff provisions outlined in Article 6, Seniority. Term employees will be used for work requirements that are expected to last no longer than seven (7) to thirty-six (36) months.
- 18. Tour: The entire scheduled workday for an employee. For all purposes, each tour of duty will be considered to have been worked on the calendar day in which it started.
- 19. Transfer: A change of an employee from one location to another or a change in the position title of an employee.
- 20. Unit Seniority: As used in Article 6, Paragraph 2, unit seniority which is determined by length of service or length of continuous employment within a particular bargaining unit, less any period(s) of time not applicable for seniority purposes.
- 21. Work Group: A group of employees in the same classification who work under one or more supervisor(s).

ARTICLE 26. BUSINESS ATTIRE

- 26.1 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 26.2 below.
- 26.2 Employees designated to participate in the Company's uniform program will be allowed to order the following number of items annually:
 - 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.
 - f) On a one time only basis, as soon as practicable following ratification, employees designated to participate in the program will be permitted to order one (1) additional jacket (or one pair insulated coveralls), two (2) additional shirts and two (2) additional pants.
- 26.3 The following items of work equipment may be provided by the Company, and will be worn as outlined below:
 - 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.
- 26.4 Employees will be responsible for the laundering of uniform items unless the Company makes other arrangements for laundering.
- 26.5 Uniforms shall be worn so as to have a consistent appearance throughout the workforce and may not be altered in any way by employees.

- 26.6 Shirts may include, at the request of the employee, identification of the CWA (including the appropriate Local number if requested by the Union) on the shirt sleeve.
- 26.7 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 27 DURATION, AMENDMENT AND TERMINATION

- 1. This Agreement shall take effect as of **March 17, 2019** and shall remain in force from year-to-year thereafter unless terminated by written notice from either party to the other at least ninety (90) days prior to **March 11, 2023** or any yearly period thereafter. If this Agreement is to be terminated as set forth, the written notice shall contain a statement as to the reason for such termination.
- 2. This Agreement may be amended or modified on the dates set forth in Section 1 by either party giving written notice of such desire to amend or modify at least sixty (60) days prior to such dates. The written notice shall contain a full statement as to the amendments or modifications desired. Upon receipt of such notice, the other party shall be granted fifteen (15) days in which to similarly notify the other as to any amendments or modifications which it desires.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized representatives the day and year first above written.

THE CAROLINAS, INC.	COMMUNICATIONS WORKERS OF AMERICA
Rick Carpenter Director - Labor Relations	Gene Redd CWA Staff Representative
Date:	Date:

APPENDIX A WAGE ADMINISTRATION

- Upon employment of persons having previous experience in the type of work for which they are being employed they may be given reasonable credit for such previous experience in establishing their rate of pay.
- 2. Employees will progress to the next higher step in six (6) months. However, the parties recognize that these wage progressions are automatic only to the extent that they are accompanied by improved job performance. Therefore, should an employee demonstrate that he/she is not making satisfactory progress, it is agreed that his/her employment should be terminated rather than having the higher rate placed into effect.
- 3. The effective date for progression shall be the beginning of the payroll period nearest the calendar date on which such increases are determined.
- 4. Linepersons and Installer-Repairpersons will be expected to continue to improve their levels of skills in order to keep abreast of technological changes. In addition, Installer-Repairpersons will be expected to continue to perform installation and maintenance work of key telephone systems and other customer station equipment as required.
- 5. The modification and/or changing of software data associated with electronic switching systems will be under the direction of management.
- 6. It is understood that should any of the work in the existing job classifications that are deleted from this collective bargaining agreement, (Service Clerk, Testboard Operator, Warehouse Attendant, Storekeeper, Coin Telephone Repairperson, Building Attendant and Frameworker) be reintroduced in the Monroe District, the work will be bargaining unit work and wage rates will be negotiated between the parties, at that time.

Wage Schedules

Wage Schedule 1 Monroe, NC CBA

		2%	2%	2%	2%
	Rate	GWI	GWI	GWI	GWI
	Through	Effective	Effective	Effective	Effective
	3/16/2019	3/17/2019	3/15/2020	3/14/2021	3/13/2022
Start	\$14.28	\$14.57	\$14.86	\$15.16	\$15.46
6 Mo.	\$15.60	\$15.91	\$16.23	\$16.55	\$16.88
12 Mo.	\$16.97	\$17.31	\$17.66	\$18.01	\$18.37
18 Mo.	\$18.55	\$18.92	\$19.30	\$19.69	\$20.08
24 Mo.	\$20.23	\$20.63	\$21.04	\$21.46	\$21.89
30 Mo.	\$22.05	\$22.49	\$22.94	\$23.40	\$23.87
36 Mo.	\$24.02	\$24.50	\$24.99	\$25.49	\$26.00
42 Mo.	\$26.23	\$26.75	\$27.29	\$27.84	\$28.40
Тор	\$28.59	\$29.16	\$29.74	\$30.33	\$30.94

Job Title(s): Network Assistant

Wage Schedule 2 Monroe, NC CBA

		2%	2%	2%	2%
	Rate	GWI	GWI	GWI	GWI
	Through	Effective	Effective	Effective	Effective
	3/16/2019	3/17/2019	3/15/2020	3/14/2021	3/13/2022
Start	\$14.74	\$15.03	\$15.33	\$15.64	\$15.95
6 Mo.	\$16.09	\$16.41	\$16.74	\$17.07	\$17.41
12 Mo.	\$17.53	\$17.88	\$18.24	\$18.60	\$18.97
18 Mo.	\$19.11	\$19.49	\$19.88	\$20.28	\$20.69
24 Mo.	\$20.86	\$21.28	\$21.71	\$22.14	\$22.58
30 Mo.	\$22.74	\$23.19	\$23.65	\$24.12	\$24.60
36 Mo.	\$24.79	\$25.29	\$25.80	\$26.32	\$26.85
42 Mo.	\$27.00	\$27.54	\$28.09	\$28.65	\$29.22
Тор	\$29.48	\$30.07	\$30.67	\$31.28	\$31.91

Job Title(s): Senior Construction Technician*, Sales & Service Technician II (SST II)

^{*}Includes Line Worker duties as assigned

Wage Schedule 3 Monroe, NC CBA

		2%	2%	2%	2%
	Rate	GWI	GWI	GWI	GWI
	Through	Effective	Effective	Effective	Effective
	3/16/2019	3/17/2019	3/15/2020	3/14/2021	3/13/2022
Start	\$15.78	\$16.10	\$16.42	\$16.75	\$17.09
6 Mo.	\$17.19	\$17.53	\$17.88	\$18.24	\$18.60
12 Mo.	\$18.75	\$19.13	\$19.51	\$19.90	\$20.30
18 Mo.	\$20.46	\$20.87	\$21.29	\$21.72	\$22.15
24 Mo.	\$22.31	\$22.76	\$23.22	\$23.68	\$24.15
30 Mo.	\$24.34	\$24.83	\$25.33	\$25.84	\$26.36
36 Mo.	\$26.55	\$27.08	\$27.62	\$28.17	\$28.73
42 Mo.	\$28.93	\$29.51	\$30.10	\$30.70	\$31.31
Тор	\$31.57	\$32.20	\$32.84	\$33.50	\$34.17

Job Title(s): Building Services Technician, Network Technician, Sales & Service Technician I (SSTI), Equipment Installer

Wage Schedule 4 Monroe, NC CBA

		2%	2%	2%	2%
	Rate	GWI	GWI	GWI	GWI
	Through	Effective	Effective	Effective	Effective
	3/16/2019	3/17/2019	3/15/2020	3/14/2021	3/13/2022
Start	\$9.76	\$9.96	\$10.16	\$10.36	\$10.57
6 Mo.	\$10.53	\$10.74	\$10.95	\$11.17	\$11.39
12 Mo.	\$11.38	\$11.61	\$11.84	\$12.08	\$12.32
18 Mo.	\$12.29	\$12.54	\$12.79	\$13.05	\$13.31
24 Mo.	\$13.30	\$13.57	\$13.84	\$14.12	\$14.40
30 Mo.	\$14.39	\$14.68	\$14.97	\$15.27	\$15.58
36 Mo.	\$15.56	\$15.87	\$16.19	\$16.51	\$16.84
42 Mo.	\$16.79	\$17.13	\$17.47	\$17.82	\$18.18
Top	\$18.16	\$18.52	\$18.89	\$19.27	\$19.66

Job Title(s): Senior Clerk

Wage Schedule 5 Monroe, NC CBA

		2%	2%	2%	2%
	Rate	GWI	GWI	GWI	GWI
	Through	Effective	Effective	Effective	Effective
	3/16/2019	3/17/2019	3/15/2020	3/14/2021	3/13/2022
Start	\$19.84	\$20.24	\$20.64	\$21.05	\$21.47
6 Mo.	\$21.70	\$22.13	\$22.57	\$23.02	\$23.48
12 Mo.	\$23.65	\$24.12	\$24.60	\$25.09	\$25.59
18 Mo.	\$25.79	\$26.31	\$26.84	\$27.38	\$27.93
24 Mo.	\$28.14	\$28.70	\$29.27	\$29.86	\$30.46
30 Mo.	\$30.70	\$31.31	\$31.94	\$32.58	\$33.23
36 Mo.	\$33.51	\$34.18	\$34.86	\$35.56	\$36.27
42 Mo.	\$36.54	\$37.27	\$38.02	\$38.78	\$39.56
Тор	\$39.86	\$40.66	\$41.47	\$42.30	\$43.15

Job Title(s): Customer Engineer - Data Application

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

BASIC LIFE INSURANCE PLAN

1. Basic Employee Life Insurance (Company-paid)

Coverage for regular full-time employees begins ninety (90) days from date of hire. This Plan gives an employee a basic group term life insurance based on years of service as provided below. Company paid Basic Employee Life Insurance benefits will terminate 30 days from the date eligibility for the plan ended.

Years of Service	<u>Benefit</u>
<5	\$10,000
5 to < 10	\$15,000
10 to < 15	\$20,000
15 to < 25	\$30,000
25 to < 35	\$40,000
35 plus	\$50,000

- Insurance will be offered, and benefits determined, solely by a group insurance policy. The selection of the insurance carrier, and the determination of supplementing provisions and/or insurance requirements, will rest solely upon the Company. Nothing shall prevent the Company from changing carriers at its discretion so long as any change in carriers will not deprive participating employees of continuity of benefits solely by reason of such change.
- 3. Nothing within the Basic Life Insurance coverage shall be construed as a guarantee of employment.
- 4. In the event of any dispute involving an employee's eligibility for Basic Life Insurance coverage, the dispute, at the request of the Union, may be subject for grievance and/or arbitration under the procedure set forth for grievance and arbitration in the Primary Agreement. No other matters concerning the Basic Life Insurance plan shall be subject to the grievance or arbitration procedure.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

Rick Carpenter
Director - Labor Relations

COMMUNICATIONS WORKERS OF AMERICA

Gene Redd
CWA Representative

Date:

Date:

terms and modification or termination as contained therein.

This Agreement shall have the same effective date as that of the primary

Articles of Agreement between the parties, and shall be subject to the same

5.

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

And

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

COMPREHENSIVE MEDICAL PLAN

- 1. Frontier Communications of the Carolinas, Inc. and Communications Workers of America agree to continue the provisions of the Comprehensive Medical Plan set forth in this Memorandum of Agreement.
- 2. For a summary of details refer to the attachment entitled Comprehensive Medical Plan Highlights.
- 3. Some of the major provisions include:
 - A. For all regular full time employees, coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later.
 - B. Maintenance of Benefits permitted to the level of benefits provided in the Medical Plan.
 - C. Effective July 1, 2006, the following options are available to employees and their eligible dependents pertaining to enrollment in a company-sponsored medical plan or HMO:
 - 1 In situations where employees elect to cover their spouse where the spouse is eligible for medical coverage from another employer, the spouse's medical plan is considered primary and the employee's plan is considered secondary. In this situation no additional employee contribution is applicable.
 - 2 In situations where employees elect not to enroll themselves and their eligible dependents in a Frontier company-sponsored medical plan or HMO, the employee is eligible for an annual "opt out" credit of seven hundred dollars (\$700).

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

Tobacco User Premium: Effective 06/01/2011 employees and/or covered spouse who use tobacco shall pay a supplemental tobacco user premium equal to 10% of the Medical Plan's monthly premium or premium equivalent cost of single coverage. (NOTE: The Company currently sponsors a tobacco cessation program at no cost to the employee. Additional information can be found on the Frontier Benefits Center web site.)

- 4. The Comprehensive Medical Plan will be administered solely in accordance with its provisions, and no matter concerning the Comprehensive Medical Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.
- 5. The selection of the Health Care Plan Administrator, the administration of the Comprehensive Medical Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company.
- 6. This Memorandum of Agreement is effective on **March 17, 2019**, and shall expire on **March 11, 2023**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Comprehensive Medical Plan, shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.	COMMUNICATIONS WORKERS OF AMERICA
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative
Date:	Date:

Benefits	PPO Available and UsedPPO Not Available	PPO Available and Not Used
General		
Calendar Year Deductible (No carry over)	2017 -2020 Employee Only \$200 Employee + 1 \$400 Employee + 2 or \$600 more	2017 -2020 Employee Only \$300 Employee + 1 \$600 Employee + 2 or \$900 more
	Effective 2021 Employee Only \$300 Employee + 1 \$600 Employee + 2 or \$900 More	Effective 2021 Employee Only Employee + 1 \$700 Employee + 2 or more \$1,050
Out of Pocket Maximums	2016 - 2020 Employee Only \$2,000 Employee + 1 \$4,000 Employee + 2 or \$6,000 more	
	Effective 2021 Employee Only \$3,000 Employee + 1 \$6,000 Employee + 2 or more \$8,000	Effective 2021 Employee Only Employee + 1 \$6,000 Employee + 2 or more \$8,000
Urgent Care	\$15 Copay (2014-2019) \$25 Copay effective 1/1/2020	70% of R%C after deductible satisfied effective 1/1/2016
Coordination of Benefits	Coordination of Benefits Non-duplication of benefits. Cross coordination applies. Birthday rule applies.	
Pre-existing Conditions	None	None
Hospital Services		
Room and Board (Subject to Care	80% of negotiated rate after deductible satisfied.	70% of R&C* after deductible satisfied.
Coordination)	Semi Private RoomIntensive & Cardiac Care Units	Semi Private RoomIntensive & Cardiac Care Units

• PPO Not Available

Benefits

PPO Available and Used • PPO Available and Not

Used

Emergency Outpatient for Accidents	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Preadmission Tests	100% of negotiated rate after deductible satisfied. (Outpatient tests and x-rays for a proposed surgery as long as the resulting hospital admission is scheduled within 7 days of the tests and x-rays are performed at the facility in which the surgery is to take place.)	100% of R&C after deductible satisfied. (Outpatient tests and x-rays for a proposed surgery as long as the resulting hospital admission is scheduled within 7 days of the tests and x-rays are performed at the facility in which the surgery is to take place.)
Inpatient Services and Supplies	80% of negotiated rate after deductible satisfied.	70% of R&C after deductible satisfied effective 1/1/2016.
Professional Services		
Doctor's Surgical Charges	80% of negotiated rate after deductible satisfied.	70% of R&C after deductible satisfied effective 1/1/2016.
Outpatient Surgery	\$25 copayment for PCP & \$30 copayment for specialist effective 1/1/2016.	70% of R&C after deductible satisfied effective 1/1/2016.
	(In an outpatient facility, 80% of negotiated rate with no copay after deductible)	
PCP Office/Home Visits	\$25 per office visit 80% of negotiated rate after deductible for home visits.	70% of R&C after deductible satisfied effective 1/1/2016.
Specialist Visits	\$30 per office visit 80% of negotiated rate after deductible for home visits.	70% of R&C after deductible satisfied effective 1/1/2016.
Diagnostic Lab and X-ray in Doctor's Office	\$25 copayment if PCP \$30 copayment if Specialist	70% of R&C after deductible satisfied effective 1/1/2016.

Benefits	PPO Available and UsedPPO Not Available	PPO Available and Not Used
Diagnostic Lab and X-Ray in outpatient facility	80% of negotiated rate after deductible satisfied.	70% of R&C after deductible satisfied effective 1/1/2016).
Allergy Shots	\$5 copay. If other services are performed, \$25 copay effective 1/1/2016.	70% of R&C after deductible satisfied effective 1/1/2016.
Maternity	\$25 office visit copay, first visit only beginning 2016. Covered the same as any other illness or injury. No deductible applies.	70% of R&C after deductible satisfied effective 1/1/2016.
Nurse/Midwife	80% of negotiated rate after deductible satisfied.	70% of R&C after deductible satisfied effective 1/1/2016.
Birthing Center	80% of negotiated rate after deductible satisfied.	70% of R&C after deductible satisfied effective 1/1/2016.
Artificial Insemination & In Vitro Fertilization (Subject to Care Coordination)	Limited to 50% of negotiated rate to a maximum of \$15,000 per lifetime. (\$15,000 applies to overall lifetime maximum.)	Limited to 50% of R&C to a maximum of \$15,000 per lifetime. (\$15,000 applies to overall lifetime maximum.) In Vitro Fertilization not covered.
Other Services Acupuncture	80% of negotiated rate after deductible satisfied.	70% of R&C after deductible satisfied effective 1/1/2016.
	(Limited to 20 visits per year. Additional services are covered if approved by Care Coordination. Cover MD, DO, DC or Acupuncturist licensed by the state or certified by the National Commission of Acupuncturists.	(Limited to 20 visits per year. Additional services are covered if approved by Care Coordination. Cover MD, DO, DC or Acupuncturist licensed by the state or certified by the National Commission of Acupuncturists.
Chiropractor Services	\$25 office visit copay beginning 2016. (12 visits per year threshold. Additional services may be covered if approved by Care Coordination.)	70% of R&C after deductible satisfied effective 1/1/2016. (12 visits per year threshold. Additional services may be covered if approved by Care Coordination.)

PPO Not Available

Benefits

PPO Available and Used • PPO Available and Not

Used

	110111111111111	
Physical & Occupational Therapy	80% of negotiated rate after deductible satisfied.	70% of R&C after deductible satisfied effective 1/1/2016.
Radiation Therapy	80% of negotiated rate after deductible satisfied.	70% of R&C after deductible satisfied effective 1/1/2016.
Speech Therapy	80% of negotiated rate after deductible satisfied.	70% of R&C after deductible satisfied effective 1/1/2016.
	Expanded speech therapy benefit for children under age 3.	Expanded speech therapy benefit for children under age 3
	(20 visit limit per calendar year.)	(20 visit limit per calendar year.)
Transplants (Subject to Care Coordination)	Voluntary - when a designated transplant facility is used, benefits are payable at 100%, no deductible or copay.	70% of R&C after deductible effective 1/1/2016
	When a designated facility is not used, benefits are payable the same as any other illness. Travel & Lodging lifetime maximum of \$10,000. Lodging & Meal Allowance of \$50 individual / \$100 family per day. Organ Search & Procurement - bone marrow is limited to \$25,000. (combined total both in & out of network)	Organ Search & Procurement - bone marrow is limited to \$25,000. (combined total both in & out
	in a out of fictwork,	of network)
Corrective Appliances & Artificial Limbs	80% of negotiated rate after deductible satisfied.	70% of R&C after deductible satisfied effective 1/1/2016.
Home Rental of Durable Medical Equipment (Subject to Care Coordination if amounts exceeds \$1,000)	80% of negotiated rate after deductible satisfied.	70% of R&C after deductible satisfied effective 1/1/2016.

Benefits	PPO Available and UsedPPO Not Available	 PPO Available and Not Used
Oral Surgeries	80% of negotiated rate after deductible satisfied. (Surgery meeting medical necessity guidelines covered.)	70% of R&C after deductible satisfied effective 1/1/2016. (Surgery meeting medical necessity guidelines covered.)
Voluntary Sterilization	80% of negotiated rate after deductible satisfied.	70% of R&C after deductible satisfied effective 1/1/2016.
Home Health Care (Subject to Care Coordination)	\$30 copay after deductible. (Up to 52 HHC visits in a calendar year.)	\$30 copay after deductible. (Up to 52 HHC visits in a calendar year.)
Skilled Nursing Facility (Subject to Care Coordination, in lieu of hospitalization)	80% of negotiated rate after deductible satisfied. (Semi-private rate - 120 days per calendar year.)	70% of R&C after deductible satisfied effective 1/1/2016. (up to 120 days per calendar year)
Hospice Care (Subject to Care Coordination)	Hospice Facility or At Home Hospice - 100% of negotiated rate, no deductible (if life expectancy is less than 6 months).	Hospice Facility or At Home Hospice - 100% of R&C, no deductible (if life expectancy is less than 6 months).
	Bereavement Counseling - 100% of R&C (While patient is in Hospice care, plan covers reasonable expenses for an unlimited number of counseling services for the patient and covered family members.)	Bereavement Counseling - 100% of R&C (While patient is in Hospice care, plan covers reasonable expenses for an unlimited number of counseling services for the patient and covered family members.)
Second Surgical Opinion	80% of negotiated rate, no deductible, voluntary.	70% of R&C, no deductible, voluntary effective 1/1/2016.

Benefits

- PPO Available and Used
- PPO Not Available
- PPO Available and Not Used

Preventive Care

Includes Well Woman Exam, Mammograms, Immunizations, Prostate Specific Antigen, Sigmoidoscopy, Colonoscopy, Fecal Occult Blood Test In-network - 100% of negotiated rate (Not subject to copay or deductible) Out-of-network - 70% of R&C, no deductible effective 1/1/2016.

Care Coordination

(Pre-notification Required)

- Hospitalization
- Admission to hospital through ER
- In-patient services
- Skilled Nursing Facility
- Home Health Care
- Hospice
- Chiropractic services beyond 12th visit
- Artificial Insemination
- In-Vitro Fertilization
- Durable Medical Equipment exceeding \$1000
- Continued stay for Maternity
- Private Duty Nursing
- Organ Transplant

Non-notification penalty: Lessor of actual charge or \$200

- Hospitalization
- Admission to hospital through ER
- In-patient services
- Skilled Nursing Facility
- Home Health Care
- Hospice
- Chiropractic services beyond 12th visit
- Artificial Insemination
- In-Vitro Fertilization
- Durable Medical Equipment exceeding \$1000
- Continued stay for Maternity
- Private Duty Nursing
- Organ Transplant

Non-notification penalty: Lessor of actual charge or \$200

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

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

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

MENTAL HEALTH/SUBSTANCE ABUSE CARE

BENEFITS	IN FRONTIER STANDARD MH/SA NETWORK	OUTSIDE FRONTIER STANDARD MH/SA NETWORK
In-patient hospital	80% after deductible	Not covered
Partial hospitalization (2 days intensive outpatient in lieu of 1 day inpatient care)	80% after deductible	Not covered
Out-patient	100% after \$25 Co-payment per visit	Not covered

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

CONTRACTOR REVIEW COMMITTEE

It is agreed that the Company and the Union will form a Joint Contractor Review Committee consisting of two (2) bargaining unit employees selected by the President of the Local and two (2) management employees selected by the Monroe General Manager.

The Company will provide to the Union, a semi-annual report which details the number, work function, and location of contractors who perform bargaining unit work within the Monroe District.

At the request of the Union, a semi-annual meeting of the Committee will be held to discuss the contractor issue.

The Committee shall not formulate policy nor make operating decisions but will assume an advisory status for the purpose of considering and developing non-binding recommendations to assist the Company with matters relating to contractors.

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

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.	COMMUNICATIONS WORKERS OF AMERICA	
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative	
Date:	Date:	

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

DENTAL PLAN

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

7. This Memorandum of Agreement is effective on **March 17, 2019** and shall expire on **March 11, 2023**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Dental Plan, shall also terminate on **March 11, 2023**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS OF THE CAROLINA, INC.	COMMUNICATIONS WORKERS OF AMERICA
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative
Date:	Date:

FRONTIER DENTAL PLAN HIGHLIGHTS

Benefit	Coverage Level
Deductible	\$25 Deductible waived if Preferred Dental Provider (PDP) used
Preventive and Diagnostic Services	100% of usual and customary charges (or 100% of negotiated fees if in-network)
Basic Services	80% of usual and customary charges after deductible satisfied (or 80% of negotiated fees if in-network)
Dental Sealants	80% of usual and customary charges after deductible satisfied (or 80% of negotiated fees if in-network) (effective 7-1-2006)
Major Services	50% of usual and customary charges after deductible satisfied (or 50% of negotiated fees if in-network)
Orthodontic care/TMJ disorder treatment	50% of usual and customary charges after deductible satisfied (or 50% of negotiated fees if in-network)
Lifetime maximum benefit for TMJ disorder treatment	\$500
Lifetime maximum benefit for Orthodontic care	\$1,500
Annual individual maximum benefit	\$1,500

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

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

DRUG AND ALCOHOL POLICY

The following represents the understanding of the parties concerning the implementation of sections 7.3, 7.4, and 7.5 of the Company's Drug and Alcohol Policy (Practice 117-300-000):

- 7.3 a. The Company will require that the observations that result in the requirement for drug and/or alcohol screening will be documented in writing by the management employee(s) who makes the observations.
 - b. It is not the intent of the policy to require a drug/alcohol screen as a result of a performance problem(s), in and of itself, without the presence of indicators that would cause a "reasonable person" to conclude that the individual could be under the influence of a drug or alcohol. This is to say that a single indicator that could be the result of many different conditions would not be the sole factor that would result in a requirement for a drug/alcohol screening.
 - c. The Company acknowledges that employees will have the right to union representation, as provided by the Weingarten decision, during the screening process. The Company has not agreed to representation that is beyond that provided in Weingarten.
 - d. The Company agrees to delete the portion of the consent form that reads: "I hereby release Frontier Communications, its employees, and any such designated institution or person from any liability resulting from the medical procedures outlined above."
 - e. At the time the specimen is collected, the employee will be provided the opportunity to provide two specimens in separate containers. The second specimen will be properly sealed and maintained so as to be available for retest at the request of the employee and or the Union as described below.
 - f. The Company agrees that the employee who tests positive on both the screen and the confirmation test will have the option to

request the additional specimen be released to a certified lab to be retested. If there is no second specimen, a portion of the remaining specimen will be made available for retest. The Company responsibility for the chain of custody ends when the specimen is released at the direction of the second testing lab. This request must be made by the Union or the employee within ten (10) work days from the date the original test result is provided to the employee. It is understood that the employee and/or the Union is responsible to arrange for the test and all associated additional costs. The results of this retest will be forwarded to the Company within ten (10) working days from the date the results are available for consideration by the Company. It is also understood that in some small percentage of the cases it is possible that there may not be enough of the specimen remaining to retest.

- g. It is understood that a decision to discipline as a result of a positive test would depend on all circumstances surrounding the particular situation and would be based on established just cause standards.
- h. It is agreed that an employee who tests positive on the first occasion will not be terminated as a result of this first test, unless surrounding the incident that resulted in the requirement for the test there are other performance or behavior problems that warrant discharge.
- 7.4 a. The Company agrees that an employee will not be subject to unannounced testing beyond one (1) year as a result of the post-treatment provisions of the Policy.
 - b. It is not the intent of the policy to require drug or alcohol screening after an accident (in which no death occurs) as a result of behavior that can clearly be attributed to the accident alone.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.	COMMUNICATIONS WORKERS OF AMERICA	
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative	
Date:	Date:	

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

FAMILY AND MEDICAL LEAVES OF ABSENCE (FMLA)

- Frontier Communications of the Carolinas, Inc. and Communications Workers
 of America agree to the provisions concerning Family and Medical Leaves of
 Absence as set forth in this Memorandum of Agreement.
- 2. The purpose of the leave shall be as follows:
 - a. for the birth and care of a newborn child of the employee, or the placement of a child with the employee for adoption or foster care.
 - b. to care for a spouse, biological or adoptive parent, or person who has acted in role as parent with day-to-day responsibility, or child (biological, adopted, foster or stepchild or legal ward or child for whom the employee has day-to-day parental responsibility) who has a "serious health condition".
 - c. for a serious health condition of the employee which makes the employee unable to perform the functions of the position of such employee. As with any absence for a serious health condition, the Company may require an employee to provide a "fitness for duty" certification to return to work after such leave.
- 3. The total period of this leave will be up to twelve (12) work weeks within a twelve (12) month period. Any leave of absence provided for in the Collective Bargaining Agreement (CBA), whether paid or without pay, that is qualified under the Family Medical Leave Act, shall run concurrently with the Family and Medical Leave of Absence under the Family and Medical Leave Act of 1993 (FMLA).
- 4. Employees who have completed at least twelve (12) months of accredited service at the beginning of the leave and worked at least 1,250 hours during such period may be eligible for leave.
- 5. The FMLA excludes employees where there are less than fifty (50) employees within seventy-five (75) miles of the employee's work site. The Company will attempt to accommodate requests for FMLA leave for employees at remote

- locations, however, such requests may be denied based on business necessity.
- 6. Leave may be taken on an intermittent or reduced schedule basis for reasons specified in paragraphs 2.b and 2.c if determined to be "medically necessary" as defined in the Departments of Labor Regulations 29 CFR Part 825. It may not be taken intermittently or on a reduced schedule basis for reasons specified in paragraph 2.a unless approved by the Company.
- 7. If an employee is granted intermittent or reduced schedule leave, the Company may require such employee to transfer temporarily to an available alternative, equivalent position that better accommodates recurring periods of leave than the employee's regular position.
- 8. The Company may elect to replace any employees on leave with temporary employees or contract workers for the duration of the leave without affecting or being affected by any provisions of the Collective Bargaining Agreement.
- 9. Employees shall be required to present, to the satisfaction of the Company's Human Resources Department, documentation concerning the basis for the requested leave of absence.
- 10. Employees shall provide the Company with at least thirty (30) days advance notice of intent to take leave when foreseeable.
- 11. In cases where both spouses are employed by the Company, and both spouses are eligible for FMLA leave, they will be permitted to take a total of 12 weeks of FMLA leave during the applicable 12-month period for any one qualifying circumstance (birth of a child or to care for a child after birth; placement of a child in foster care or for adoption or to care for the child after placement; or to care for a parent with a serious health condition). Where the husband and wife both use a portion of the total 12 week FMLA leave entitlement for one qualifying circumstance, the husband and wife would each be entitled to the difference between the amount he or she took individually and 12 weeks for FMLA leave for a different purpose.
- 12. While on FMLA leave, eligible employees are entitled to maintain companypaid basic life insurance, medical and dental benefits to the extent provided to active employees.
- 13. Upon return to work, employees granted FMLA leave shall receive accredited service for the period of the leave. There is no break in service for purposes of vesting, eligibility to participate in pension plans and other types of benefits and seniority.
- 14. Subject to Item 15 below, at the end of the approved leave (or each segment of the leave, as applicable), employees shall be guaranteed reinstatement to the same or equivalent job.

- 15. Reinstatement is subject to any contractual provisions of the Collective Bargaining Agreement which cover adjustments to the workforce that may have occurred during the leave of affected employees.
- 16. Employees who wish to change their projected return date, may request the change, in advance, and the Company will endeavor to accommodate such requests.
- 17. Employees, while on leave, shall be considered to have terminated employment if they accept employment with another employer, engage in business for profit, and/or apply for unemployment insurance benefits.
- 18. The provisions of this Memorandum of Agreement are not subject to the grievance or arbitration procedure of the Collective Bargaining Agreement except for the application for reinstatement by employees on leave.
- 19. All terms herein shall be defined as set forth in the Department of Labor Regulations, 29 CFR 825.
- 20. The Company has the right to act in accordance with the Family and Medical Leave Act of 1993 and to comply with the regulations provided by the Department of Labor.
- 21. This Memorandum of Agreement is effective on **March 17**, **2019**, and shall expire on **March 11**, **2023**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on **March 11**, **2023**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS OF THE CAROLINA, INC.	COMMUNICATIONS WORKERS OF AMERICA
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative
Date:	Date:

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

FLEXIBLE REIMBURSEMENT PLAN (FRP)

- 1. Frontier Communications of the Carolinas, Inc. agrees to continue the Flexible Reimbursement Plan (FRP).
- 2. For all regular full time and part time employees, coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later.
- 3. For a summary of details refer to the Flexible Reimbursement Plan Summary Plan Description (SPD).
- 4. The FRP will be administered solely in accordance with its provisions, and no matter concerning the FRP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the FRP Administrator, the administration of the FRP and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or reimbursements shall be determined by and at the sole discretion of the Company.
- 5. This Memorandum of Agreement is effective on **March 17**, **2019**, and shall expire on **March 11**, **2023**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Flexible Reimbursement Plan, shall also terminate **March 11**, **2023**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.	COMMUNICATIONS WORKERS OF AMERICA
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative
Date:	Date:

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

FOUR - TEN SCHEDULES

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

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

- 1. The "four-ten" schedule will apply to employee groups as determined by management.
- 2. Overtime Overtime will be paid for hours worked in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week.
- 3. Holidays -
 - A. Holidays Not Worked Four (4) days will be scheduled, not including the holiday, and employee will receive eight (8) hours holiday allowance in addition to pay for time worked. Holiday time paid but not worked will not be considered as hours worked in determining overtime computations.
 - B. Holidays Worked For the employee on the "four-ten" schedule who works on the holiday, holiday allowance is eight (8) hours and pay for the time worked will be computed in accordance with Article 18, Section 3 of the primary Articles of Agreement, except that "10 hours" replaces "8 hours".
 - C. Floating Holidays These six (6) holidays will be converted to hours up to a maximum of forty-eight (48) hours). Effective January 1, 2008, the seven (7) holidays will be converted to hours up to a maximum of fifty-six (56) hours. An employee scheduled off for a floating holiday will be compensated for up to ten (10) hours. The compensated hours will be deducted from the employee's total holiday hours.

Holidays must be scheduled in advance in increments of ten (10) or eight (8) hours, unless the remaining total hours are less than eight (8) hours.

Employees with less than eight (8) hours may, with management's consent schedule the remaining hours during days off or on scheduled days and be compensated at the straight time rate for the remaining balance of hours.

Floating holidays scheduled on days off will not count toward the workweek for overtime purposes.

4. Vacation - Vacation shall be paid on the basis of five (5), eight (8) hour days. Employees electing to take day-at-a-time vacations will do so on a four day, ten-hour basis. In no case shall they receive in excess of forty (40) hours vacation pay per week.

Weekly vacation will be taken on a five-day, eight-hour basis.

- 5. Authorized Paid Absences Authorized absences where payment is provided will be up to ten (10) hours per day. For example: (death in the family, jury/witness and "other reasons").
- 6. Sickness-Disability Benefits For an employee working the "four-ten" schedule, payments will be made on the basis of a ten (10) hour day.
- 7. Evening Premium No evening premium will apply for a "four-ten" tour ending at or before 7:00 p.m.

This Agreement shall be effective **March 17, 2019** and shall remain in effect until **March 11, 2023.** The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

THE CAROLINAS, INC.	OF AMERICA	
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative	
Date:	Date:	

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

HEARING AID BENEFIT

- Frontier Communications of the Carolinas, Inc. and Communications Workers of America agree to continue offering the Hearing Aid Benefit set forth in this Memorandum of Agreement to employees who are enrolled in the sponsored Medical Plan.
- 2. The hearing aid benefit will provide coverage for expenses for a hearing examination by a licensed audiologist or physician, the hearing aid device, molds, repairs, hearing aid check and batteries. The maximum reimbursement under this benefit is \$1,000 per covered individual every twenty-four (24) months. The benefit is not subject to deductible, co-pays or R&C and there are no separate maximums for any in or out of network expenses. Hearing aids are covered for all hearing impairments that are a result of birth defect, illness, accident and/or injury and progressive loss of hearing. Replacement and repair of hearing aids are covered unless due to misuse or loss.
- 3. The selection of the administrator, the administration of the Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company. No matter concerning the Hearing Aid Benefit or any difference thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.
- 4. This Memorandum of Agreement is effective on **March 17, 2019,** and shall expire on **March 11, 2023**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Hearing Aid Benefit, shall also terminate on **March 11, 2023**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

THE CAROLINAS, INC.	COMMUNICATIONS WORKERS OF AMERICA
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative
Date:	Date:

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

INCOME SECURITY PLAN (ISP)

1. Frontier Communications of the Carolinas, Inc. and Communications Workers of America recognize the need for technological change in the business and hereby enter into this Memorandum of Agreement (hereinafter referred to as the Agreement). In order to lessen the economic impact upon regular employees who become surplus due to technological change, the Company and the Union agree to establish the INCOME SECURITY PLAN (the Plan). "Technological change" shall be defined as a change in plant or equipment, or a change in a method of operation, diminishing the total number of regular employees required to supply the same services to the Company or its subscribers. "Technological change" shall not include layoffs or force realignments caused by business conditions, variations in subscribers' requirements, or temporary or seasonal interruptions of work.

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

- A. A need to layoff and/or force realign employees in any job title:
- B. Reassignment of regular employees to permanent headquarters fifty (50) miles or more from the employee's permanent headquarters.
- 2. During the term of this Agreement, if the Company notifies the Union in writing that a technological change has created or will create a surplus in any job title in any work group and/or work location, regular employees meeting the following qualifications shall be eligible for Plan participation:
 - A. Accredited service of one year or more;
 - B. No comparable assignment available within fifty (50) miles of the former permanent headquarters and/or refusal of reassignment to a new permanent headquarters fifty (50) miles or more from the former permanent headquarters.

However, the Company reserves the right to apply this Plan to any surplus in

force, whether or not it is brought about by technological change, that the Company deems appropriate. All elections shall be voluntary and acceptance by the Company will be in order of seniority.

- 3. The Company reserves the right to determine the job titles and work group(s) and/or work location(s) in which a surplus exists, the number of work groups and/or work locations in which a surplus exists, the number of employees in such titles and locations which are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Plan. In no event shall the number of employee elections accepted under the terms of the Plan exceed the number of employees determined by the Company to be surplus.
- 4. For those employees who are eligible in accordance with Sections 1 and 2, the Company will provide the following ISP Termination pay benefits:
 - A. ISP Termination Allowance of \$1,100, less withholding taxes, for each <u>completed</u> year of accredited service up to and including thirty (30) years for a maximum of \$33,000 prior to withholding taxes. The ISP Termination Allowance <u>is not</u> prorated for any partial year of service.
 - B. In addition to the ISP Termination Allowance, the Company shall pay an employee who has left the service of the Company with ISP benefits an ISP Expense Allowance not to exceed \$750, less withholding taxes, for each <u>completed</u> year of accredited service for a maximum of \$3,750 prior to withholding taxes. The ISP Expense Allowance is <u>not</u> prorated for any partial year of service.

The combined maximum ISP Termination pay benefit payable as set forth in Paragraphs A and B of this Section 4 shall in no event exceed a total of \$36,750.

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

- 5. Employees eligible for ISP Termination Allowance in accordance with Section 2 will receive a lump sum payment for the entire amount of the ISP Termination Allowance paid in the month following the month in which the employee leaves the service of the Company.
- 6. Reemployed employees must complete one (1) full year of accredited service with the Company before coming eligible again for termination benefits. Those employees who have previously received termination benefits of any kind shall be eligible for ISP Termination Pay benefits based on their most

recent date of hire in lieu of their accredited service date as outlined in paragraphs 4 A and B above.

- 7. All benefits payable under the Plan are subject to legally required deductions.
- 8. Termination benefits shall not be made if the termination is the result of any sale or other disposition by the Company of the exchange or office at which the employee is working or from which the employee is assigned to work, when the employee is continued in the employment of the new management of the exchange or office.
- 9. An employee's election to leave the service of the Company and receive termination pay benefits must be in writing and transmitted to the Company within fourteen (14) calendar days from the date of the Company's offer in order to be effective, and it may not be revoked after such fourteen (14) calendar day period.
- 10. This Agreement will be implemented prior to invoking the provisions of Article 6, Seniority, of the Collective Bargaining Agreement, when conditions set forth in Section 1 of this Agreement exist as determined by the Company.
- 11. Neither the right to effect a technological change, the determination of a surplus condition, eligibility for participation in the Plan, nor any part of this Plan or Agreement shall be subject to the arbitration procedure of the Collective Bargaining Agreement.
- 12. This Memorandum of Agreement is effective on **March 17, 2019**, and shall expire on **March 11, 2023**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on **March 11, 2023**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.	COMMUNICATIONS WORKERS OF AMERICA	
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative	
Date:	Date:	

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

JOINT SAFETY COMMITTEE

Frontier Communications of the Carolinas, Inc. and Communication Workers of America agree to establish a Joint Safety Committee for the Network Services Group consisting of equal representation from the Company and the Union. A maximum of two (2) management employees shall be appointed to the Committee by the Company and two (2) bargaining unit employees shall be appointed to the Committee by the Union.

The Company and the Union recognize that the safeguarding of employees while at work is in the common best interest of the employees, the parties, and all persons affected by this Agreement. The parties agree the goal of the Committee is to cooperate in promoting an appreciation of safe work habits and an understanding of the means toward accomplishing safe practices among management and the bargaining unit employees. It shall be the responsibility of the Company to provide a safe workplace. The Committee shall not formulate policy nor make operating decisions, but will assume an advisory status in developing recommendations to assist the Company with matters related to safety.

This Memorandum of Agreement is effective on **March 17, 2019**, and shall expire on **March 11, 2023**, and shall not survive the expiration of this Agreement unless agreed to by the parties in writing.

COMMINICATIONS WORKERS

EDONITIED COMMUNICATIONS OF

THE CAROLINAS, INC.	OF AMERICA
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative
Date:	Date:

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

LONG TERM CARE PLAN

- 1. Frontier Communications of the Carolinas, Inc. agrees to make available without endorsement, only to employees currently enrolled in the Long Term Care Plan as of April 1, 2011, the opportunity for those employees to continue coverage in the Long Term Care Plan. As of January 1, 2012, new enrollment in the Company Long Term Care Plan will no longer be offered.
- 2. For a summary of details refer to the Long Term Care Summary Plan Description (SPD).
- 3. The Long Term Care Plan will be administered solely in accordance with its provisions, and no matter concerning the Long Term Care Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of the Long Term Care Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.
- 4. This Memorandum of Agreement is effective on **March 17, 2019**, and shall expire on **March 11, 2023**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including Long Term Care Insurance, shall also terminate on **March 11, 2023**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.	COMMUNICATIONS WORKERS OF AMERICA
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative
Date:	Date:

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

LONG TERM DISABILITY (LTD)

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

- 1. Regular full-time employees are eligible to receive benefits under the Company Basic LTD plan, subject to the following requirements:
 - Coverage under the Plan begins six (6) months from date of hire.
 - Enrollment during the initial Company-designated enrollment period (incumbents with six (6) months of continuous employment)
 - Enrollment during periods not mentioned and/or when opting up or increasing the LTD benefit level additionally require regular full-time employees to submit evidence of good health at their expense and approval by the Plan Administrator
 - The disability is not caused by participation in an assault, crime or illegal occupation, an intentionally self-inflicted injury, war or act of war
 - The disability does not result from Pre-existing Conditions that existed within ninety (90) days before the date LTD coverage began. Effective July 1, 2006, coverage for Pre-existing Conditions begins twelve (12) months after the coverage effective date.
 - Any employee contributions for supplemental LTD are continuously paid following enrollment

- 2. The cost of the Basic LTD plan coverage will be paid by the Company. Contributions for supplemental coverage may change from time to time. Should this occur, the Company agrees to notify the Union in writing, within fifteen (15) calendar days prior to the date of modification, specifying the cause for any change in the contribution rate.
- 3. The LTD plan shall pay monthly benefits as follows:
 - Up to 50% of the employee's basic monthly earnings, up to a maximum of \$2,083 per month, or
 - Up to 60% or 66 2/3% of the employee's basic monthly earnings, up to a maximum of \$15,000 per month

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

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

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

Age of Disability	
Under age 61	Benefits Paid to Age
61	To your normal retirement age*, but not less than 60 months
62	To your normal retirement age*, but not less than 48 months
63	To your normal retirement age*, but not less than 42 months
64	To your normal retirement age*, but not less than 36 months
65	To your normal retirement age*, but not less than 30 months
66	24 Months
67	21 Months
68	18 Months
Age 69 and over	15 Months
	12 Months

- *Your normal retirement age is your retirement age under the Social Security Act where retirement age depends on your year of birth.
- Disabilities as a result of a mental health disorder, alcoholism or drug addiction will generally result in monthly LTD benefits for no longer than twelve (12) months.
- Disabilities as a result of a mental health disorder, alcoholism or drug addiction, will generally result in monthly LTD benefits for no longer than twelve (12) months.
- 5. During the period LTD benefits are paid, eligible employees will continue to receive life, medical and dental insurance coverage in accordance with the Collective Bargaining Agreement between Frontier Communications, Inc. and Communications Workers of America for a maximum of twenty-nine (29) months following the date of disability. LTD must continue to be approved through the end of the twenty ninth (29th) month of medical continuation. Accredited Service will be applied toward eligible employees' pension calculations until the disability benefits end or the eligible employee retires, quits or dies.
- 6. The amount and availability of benefits under the LTD Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the LTD Plan, selection of the insurance carrier, eligibility for the benefits, cost of coverage, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the Collective Bargaining Agreement.

7. This Memorandum of Agreement is effective on **March 17, 2019**, and shall expire on **March 11, 2023**. 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 **March 11, 2023**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.	COMMUNICATIONS WORKERS OF AMERICA	
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative	
Date:	Date:	

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

MAIL ORDER PRESCRIPTION PLAN (MOPP)

- Frontier Communications of the Carolinas, Inc. and Communications Workers of America agree to continue the provisions of the Mail Order Prescription Plan (MOPP) to employees and their eligible dependents enrolled in the sponsored Medical Plan.
- 2. Employees and dependents currently covered under the sponsored medical plan will be eligible to participate in the Mail Order Prescription Plan. Once employees (who are covered under the sponsored medical plan) retire, they and their eligible dependents may continue to participate in this Mail Order Prescription Plan on the same basis as active employees. MOPP is not available to participants in Health Maintenance Organizations (HMOs).
- 3. MOPP will be administered solely in accordance with its provisions, and no matter concerning MOPP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the MOPP carrier, the administration of MOPP and all of the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, or administration shall be determined by and at the sole discretion of the Company.
- 4. The Company shall have the right to amend MOPP in any way, including the selection of the MOPP carrier. However, any amendment diminishing the level of benefits contained in this Memorandum of Agreement or increasing the cost per prescription to the employee/dependent will be limited to those changes applicable to salaried employees.
- 5. This Memorandum of Agreement is effective on **March 17, 2019**, and shall expire on **March 11, 2023**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Mail Order Prescription Plan, shall also terminate on **March 11, 2023**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

THE CAROLINAS, INC.	COMMUNICATIONS WORKERS OF AMERICA
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative
Date:	Date:

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

MEDICAL AND DENTAL PLAN CONTRIBUTIONS

1. Medical Plan – The Company contribution to medical premium or premium equivalents in the Company sponsored Plan for eligible regular full-time employees will continue to be 82% through December 31, 2019, effective January 1, 2020, 81%, and January 1, 2021, 80%.

The Company contribution to HMO or other alternative plans that may be offered will not exceed the cost of the Company sponsored Plan.

2. Dental Plan -

- 2.1 The company contributions to dental premiums or premium equivalents in the Company sponsored Plan for eligible regular full-time employees will be 75% **effective with** the 2017 Plan year.
- 3. Nothing within the Medical Plan, nor the Dental Plan, shall be construed as a guarantee of employment.
- 4. In the event of any dispute involving an employee's eligibility for Medical Plan coverage or Dental Plan coverage, the dispute, at the request of the Union, may be subject for grievance and/or arbitration under the procedure set forth for grievance and arbitration in the Primary Agreement. No other matters concerning Medical Plan or the Dental Plan shall be subject to the grievance or arbitration procedure.
- 5. This Agreement shall have the same effective date as that of the primary Articles of Agreement between the parties, and shall be subject to the same terms and modification or termination as contained therein.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.	COMMUNICATIONS WORKERS OF AMERICA
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative
Date:	Date:

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

PENSION PLAN - LUMP SUM PAYMENT OPTION

- 1. Frontier Communications of the Carolinas, Inc. and Communications Workers of America agree to continue the Plan for Hourly Employees' Pensions (hereinafter referred to as the Plan).
- 2. Regular employees hired on or before April 1, 2011, 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. For service on or after June 1, 2011, the Lump Sum benefits will be calculated using the Pension Protection Act of 2006 assumptions.
- The amount and availability of benefits under the Plan are governed by the provisions of the Plan and are subject to the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the Plan in effect at the time regular employees separate from service. The operation and administration of the Plan, the calculation of the lump sum benefit, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Plan shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.
- 4. This Memorandum of Agreement is effective on **March 17, 2019**, and shall expire on **March 11, 2023**. 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 **March 11, 2023**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.	COMMUNICATIONS WORKERS OF AMERICA
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative
Date:	Date:

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

PENSION PLAN - PENSION MINIMUMS

- 1. Frontier Communications of the Carolinas, Inc. and Communications Workers of America agree to continue the provisions of the Plan for Hourly Employees' Pensions only for employees hired on or before April 1, 2011.
- 2. For those eligible employees the following provisions continue to be in place:

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

- 3. This Agreement shall become effective as of **March 17, 2019**, and shall remain in effect until midnight, **March 11, 2023**, and shall automatically continue in full force and effect thereafter until terminated, or amended, in accordance with the following procedure:
 - If this Agreement is to be terminated, a written notice must be sent by either party to the other not less than sixty (60) days prior to any date thereafter on which such cancellation is to become effective.
- 4. This Agreement may be amended or modified by either party giving written notice to the other of such desire to so amend or modify at least sixty (60) days and not more than ninety (90) days prior to the termination date set forth above. The written notice shall contain a full statement as to the amendments or modifications desired.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.	COMMUNICATIONS WORKERS OF AMERICA
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative
Date:	Date:

between

FRONTIER COMMUNICATIONS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

PENSION PLAN SURVIVOR BENEFITS

- 1. Frontier Communications of the Carolinas, Inc. and Communications Workers of America agree to modify the Plan for Hourly Employees' Pensions. Such modifications will be effective July 1, 2003 and are subject to applicable law.
- The existing pre-retirement survivor pension benefit provisions of the Pension Plan shall be amended to provide a pre-retirement survivor pension benefit for an employee who dies, either during active service or prior to commencing a pension benefit, at a time when he or she is unmarried and has accrued at least five years of vesting service.
- 3. An unmarried employee may, at any time prior to commencing a pension benefit or dying, designate any living person as the designated beneficiary for the pre-retirement survivor pension benefit. The employee may likewise revise the beneficiary designation at any one or more times prior to commencing a pension benefit or dying. A valid beneficiary designation must be on file for the pre-retirement survivor benefit to be paid.
- 4. For married employees, the spouse will automatically be considered the beneficiary. However, subject to the requirements regarding non-spouse beneficiaries and with spousal consent, a married employee may name a beneficiary other than the spouse. A single individual must be named as beneficiary; an estate or trust may not be named, nor may multiple individuals.
- 5. Subject to the provisions of the Plan regarding when the benefit is payable, the pre-retirement survivor pension may be distributed as a 65% survivor annuity, or the lump sum equivalent, based upon the beneficiary's election. However, if the beneficiary is not the participant's spouse and is more than 25 years younger than the participant, the survivor benefit will be the 50% survivor annuity or the lump sum equivalent.
- 6. If a vested employee terminates employment on or after the effective date, the named survivor will be eligible for the survivor pension payable on the date the employee would have reached the age 65. An actuarially reduced benefit may be payable before age 65 if the vested employee would have been eligible for an earlier commencement.

- 7. In addition, the Pension Plan shall be amended to allow an employee, at the time of commencing a pension benefit, to designate any living person as the beneficiary for any of the forms of joint and survivor annuity offered under the Pension Plan or any of the term-certain forms of benefit. In the case of an employee who is married at the time of commencing a pension, the employee may not designate any beneficiary other than the spouse without complying with the spousal consent rules of the Plan.
- 8. This Memorandum of Agreement is effective on **March 17**, **2019**, and shall expire on **March 11**, **2023**. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on **March 11**, **2023**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.	COMMUNICATIONS WORKERS OF AMERICA
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative
Date:	Date:

between

FRONTIER COMMUNICATIONS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

PERSONAL LINES OF INSURANCE

- 1. Frontier Communications of the Carolinas, Inc. agrees to continue, without endorsement, the opportunity for regular full- or part-time hourly employees of the Company who are covered by the Collective Bargaining Agreement to purchase automobile, home and other personal property and casualty insurance through payroll deduction.
- 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 **March 17, 2019**, and shall expire on **March 11, 2023**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including Personal Lines of Insurance, shall also terminate on **March 11, 2023**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

THE CAROLINAS, INC.	OF AMERICA OF AMERICA
Rick Carpenter Director - Labor Relations	Gene Redd CWA Staff Representative
Date:	Date:

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

PRESCRIPTION IDENTIFICATION CARD (PIC)

- Frontier Communications, Inc. and Communications Workers of America agree to continue the Prescription Identification Card for employees and their eligible dependents enrolled in the sponsored medical plan.
- Once employees who are covered by the sponsored medical plan retire, they and their eligible dependents may continue to participate in this PIC plan on the same basis as active employees. PIC is not available to participants in Health Maintenance Organizations (HMOs).
- 3. PIC will be administered solely in accordance with its provisions and no matter concerning PIC or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the PIC carrier, the administration of PIC and all of the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, or administration shall be determined by and at the sole discretion of the Company.
- 4. The Company shall have the right to amend PIC in any way, including the selection of the PIC carrier. However, any amendment diminishing the level of benefits contained in this Memorandum of Agreement or increasing the cost per prescription to the employee/dependent will be limited to those changes applicable to salaried employees.
- 5. This Memorandum of Agreement is effective on **March 17, 2019**, and shall expire on **March 11, 2023**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Prescription Identification Card, shall also terminate on **March 11, 2023**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.	COMMUNICATIONS WORKERS OF AMERICA
Rick Carpenter Director - Labor Relations	Gene Redd CWA Staff Representative
Date:	Date:

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

READY TO SERVE

This agreement provides for the assignment of "Ready to Serve" and the differential which is to be paid for this duty.

- 1. The Ready to Serve assignment results in the employee being available and accessible to respond, during the period of the assignment, in a timely manner to a call out as determined by business needs.
- 2. Normal contact to the employee will be via the regular telephone switch network and pagers. Other technology may be used when available (example: cellular telephone), at Company discretion. Additionally, the employee on Ready to Serve may be able to take their vehicle home during the stand by (Ready to Serve) assignment.
- 3. Ready to Serve may be assigned to any work group.
- 4. A Ready to Serve assignment shall be no longer than seven (7) consecutive days nor less than two (2) consecutive days except during a holiday week in which the holiday falls on a Monday. In this case, the Ready to Serve assignment shall be no longer than eight (8) days. Employees will not be assigned more than one (1) rotation of seven (7) days (excluding eight (8) days during weeks in which a holiday falls) in a three (3) week period.
- 5. Ready to Serve assignments will be rotated among those qualified employees regularly assigned to the work in inverse order of seniority. No employee on vacation may be assigned to Ready to Serve.
- 6. Ready to Serve differential pay shall be **\$25** per day, for each day of assignment and **\$30** per day for each non-scheduled day of assignment, and \$40 for each assignment on a Company designated Holiday. No other differentials will be applicable during the period the employee is receiving a Ready to Serve differential.

If work is performed, the employee shall receive the Ready to Serve pay plus the applicable call out amount as contained in the primary Agreement. For the purposes of this Memorandum, a Ready to Serve day begins at 5:00 p.m.

and ends at 4:59 p.m. the next day. The Ready to Serve week will be from Monday to Monday. It is understood, that with mutual agreement, days or weeks may be exchanged with other employees in the group.

- 7. This practice does not supersede normal call out procedures if additional employees are needed.
- 8. Employees regularly scheduled for work shall be permitted a minimum of eight (8) hours of continuous rest in each twenty-four (24) hour period. Any emergency hours worked which are sufficient to prevent the obtaining of eight (8) hours continuous rest shall be deducted from the next working day without loss of pay.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.	COMMUNICATIONS WORKERS OF AMERICA
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative
Date:	Date:

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

RETIREE LIFE INSURANCE

- 1. Frontier Communications of the Carolinas, Inc. and Communications Workers of America agree to make available to employees hired on or before April 1, 2011, who retire with a service or disability pension under the Company Pension Plan, a \$10,000 retiree life insurance benefit.
- 2. This Memorandum of Agreement is effective on **March 17, 2019**, and shall expire on **March 11, 2023**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Retiree Life Insurance benefit, shall also terminate on **March 11, 2023**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.	COMMUNICATIONS WORKERS OF AMERICA
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative
Date:	Date:

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

SUPPLEMENTAL TERM LIFE INSURANCE

- 1. Frontier Communications of the Carolinas, Inc. agrees to make available, without endorsement, the opportunity for employees to enroll in Supplemental Term Life Insurance.
- 2. For a summary of details refer to the Life Insurance Summary Plan Description (SPD).
- 3. Supplemental Term Life Insurance will be administered solely in accordance with its provisions, and no matter concerning Supplemental Term Life Insurance or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of Supplemental Term Life Insurance and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.
- 4. This Memorandum of Agreement is effective on **March 17, 2019**, and shall expire on **March 11, 2023**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including Supplemental Term Life Insurance, shall also terminate on **March 11, 2023**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.	COMMUNICATIONS WORKERS OF AMERICA
Rick Carpenter Director - Labor Relations	Gene Redd CWA Staff Representative
Date:	Date:

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

VISION PLAN - VSP

- Frontier Communications of the Carolinas, Inc. and the Communications Workers of America agree to continue the provisions of the Vision Plan set forth in this Memorandum of Agreement.
- 2. For a summary of details, refer to the attachment entitled Vision Plan Highlights.
- 3. Some of the major provisions include:
 - No annual deductible
 - Eye exam every twelve months
 - Eyeglass Lenses once every 12 months, Frames once every 24 months, and Contact Lenses once every 12 months instead of glasses.
- 4. Employees are automatically eligible for the Vision Plan after enrollment in any FTR medical option. If the employee waives FTR medical coverage, the employee will not be enrolled in the Vision Plan.
- 5. The cost of the Vision Plan coverage is included in the Medical contribution.
- 6. The amount and availability of benefits under the Vision Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the Vision Plan, selection of the insurance carrier, eligibility for the benefits, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving Vision Plan terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the Collective Bargaining Agreement.

7. This Memorandum of Agreement is effective on March 17, 2019, and shall expire on March 11, 2023. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the Vision Plan, shall terminate on March 11, 2023, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC	COMMUNICATIONS WORKERS OF AMERICA
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative
Date:	Date:

VISION PLAN-VSP HIGHLIGHTS

Feature	In-Network	Out-of-Network
Annual Deductible	None	None
Eye Exam (Once every 12 months)	You pay the network provider a \$25 co-payment.	The Plan reimburses you up to \$38
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	No claim filing is required.	
Lenses (Once every 12 months)*		
Single Vision	100%	Up to \$37
Bifocal	100%	Up to \$60
Trifocal	100%	Up to \$66
Frames (Once every 24 months)	100%, up to VSP allowed amount	The Plan reimburses you up to \$35
Contact Lenses (Once every 12 months instead of glasses)		
Medically Necessary	100%, up to a max of \$165	Up to \$165
Elective	100%, up to a max of \$105	Up to \$105
Laser Vision	Discounts available.	No discounts available.
Correction		
* The plan pays up to an in	-network reimbursement scheduled am	ount for covered services.

Value Added Discounts

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

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

VSP's Laser Vision Care Program

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

Special Benefit for Severe Visual Problems

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

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

VOLUNTARY EMPLOYEES BENEFICIARY ASSOCIATION (VEBA)

Frontier Communications of the Carolinas, Inc. (hereinafter referred to as the Company) and the Communications Workers of America (hereinafter referred to as the Union) hereby mutually agree to the establishment of an Internal Revenue Code Section 501 (c) (9) trust (also known as Voluntary Employees Beneficiary Association trust) to provide for the payment of medical or other permissible welfare benefits and administrative service costs ("Retiree Medical Benefits") for eligible employees who retire between December 4, 2010, and **March 11, 2023**, with a service or disability pension under the Frontier Communications, Inc. Pension Plan and their beneficiaries (hereinafter referred to as the Eligible Participants). This trust is being established to provide benefit security for the term of this Memorandum of Agreement.

- The funding and operation of this trust will be determined by the Company based on reasonable financial standards (and, where applicable, regulatory approval for recovery).
- The Company agrees that funds placed into this trust will be used exclusively to pay for the benefits and administrative costs heretofore described below or for any other purpose permitted by law
- 3. Effective July 1, 1998, the level and type of Retiree Medical Benefits for the Eligible Participants shall be governed by the Frontier RETIREE OPTIONS Summary Plan Description, which may be amended or discontinued by the Company at its discretion subject to paragraph 8 below.
- 4. In order to receive Retiree Medical Benefits, the retiree must pay a percentage/amount of the Retiree Medical premium ("Retiree Contribution Percentage/Amount"). Similarly, the Company will pay a percentage/amount of the premium ("Company Contribution Percentage/Amount"), subject to Section 5 below. During the term of this Memorandum of Agreement, the Company and retiree Contribution Percentages/Amount will be based on the following contribution schedule:

For eligible employees who retire(d) between December 4, 2010 and **March 11**, **2023**:

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

- 5. (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, 1998.
 - (b) When the Retiree Medical Benefits Premiums for the \$400 deductible coverage option reach the figures set forth in the chart below during the period from December 4, 2010 through **March 11, 2013** the Company Contribution Amount shall be capped and the Company shall make no additional contributions toward Retiree Medical Benefits Premiums.

	As of <u>July 1, 2006</u>	As of <u>June 1, 2011</u>
Retiree only (primary coverage)	\$11,500	\$8,625
Retiree plus one dependent coverage	\$23,000	\$17,250
Family Coverage	\$26,000	\$19,500
Medicare covered retiree (per eligible life)	\$ 4,900	\$3,675

- (c) The Maximum Company Contribution Percentage Amount applicable to each Coverage Category shall be determined by multiplying the applicable Company Contribution Percentage times the Capped Retiree Medical Benefits Premium as set forth above for that coverage. The applicable Maximum Company Contribution Amount shall not increase when the Retiree Medical Benefits Premium exceeds the amount set forth in the chart above.
- 6. In order to receive Retiree Medical Benefits, the retiree must pay the Company the amount the Retiree Medical Premium exceeds the Company Contribution Amount as described in paragraphs 4 and 5 above ("Retiree Contribution Amount"). When the Retiree Medical Benefits Premium reaches or exceeds the Capped Retiree Medical Benefit premium, the retiree must pay the Company the amount the Retiree Medical Benefits Premium exceeds the Maximum Company Contribution Amount.
- 7. The Capped Retiree Medical Benefits Premium and the Maximum Company Contribution Amount set forth in paragraph 5 above is based upon the \$400 deductible coverage option for the period from December 4, 2010 through March 11, 2023. If the retiree elects the \$200 deductible coverage option, during the period from December 4, 2010 through March 11, 2023, the Retiree Contribution Amount will increase by the amount the \$200 deductible coverage option exceeds the \$400 deductible coverage option during that period. If the retiree elects the \$1,000 deductible coverage option, the Retiree contribution amount will decrease by the amount the \$1,000 deductible coverage option is less than the \$400 deductible coverage option during the period from December 4, 2010 through March 11, 2023. When the Retiree Medical Benefit Premiums for the \$400 deductible coverage option reach the amounts set forth in the chart in paragraph 5 during the period from December 4, 2010 through March 11, 2023 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.
- 8. The Company agrees to notify the Union and to discuss its actions should the Company determine that the funding or operation of the trust and/or applicable sections of this Memorandum of Agreement, other than pooling of claims experience and those sections relating to the level and type of Retiree Medical Benefits, need to be modified or rescinded prior to the expiration of the Articles of Agreement. This

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

- 9. The funding and operation of the trust, the level and administration of the Retiree Medical Benefits; amount or cost of premiums, premium pricing mechanisms; the attainment of the Maximum Company Contribution Amount; the selection of the claims administrator, alternate health carrier or insurance carrier; eligibility for the benefits; all terms and conditions related hereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.
- 10. This Memorandum of Agreement is effective on **March 17, 2019**, and shall be in effect for the duration of this Agreement. The parties specifically agree that this Memorandum of Agreement, the Retiree Medical Benefits described herein, and the terms and conditions set forth in this Memorandum of Agreement relating to Retiree Medical Benefits, including but not limited to the Maximum Company Contribution amount and the level and type of Retiree Medical Benefits shall terminate on **March 11, 2023**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.	COMMUNICATIONS WORKERS OF AMERICA	
Rick Carpenter	Gene Redd	
Director - Labor Relations	CWA Representative	
Date:	Date:	

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (MONROE, NC LOCAL 3603)

TERMINATION ALLOWANCE ALTERNATIVE

Communications Workers of America and Frontier Communications of the Carolinas, Inc. agree to the following Termination Allowance Alternative as an option to the existing Termination Allowance provisions outlined in Article 19 of the current Collective Bargaining Agreement.

- Termination Allowance Alternative will be offered to surplus full-time employees with one or more years of accredited service who volunteer to separate from the service of the Company as a result of force realignment/adjustment.
- 2) Regular employees with one or more years of accredited service who volunteer to separate from the Company because of a force realignment/adjustment may receive a Termination Allowance Alternative equal to \$1,100 less withholding taxes, for each completed year of accredited service up to and including thirty (30) years, for a maximum of \$33,000 prior to withholding taxes. This allowance is not prorated for any partial year of service. All allowance benefits payable are subject to legally required deductions.
- 3) Employees who have once been paid a Termination Allowance Alternative, and later become reengaged with the Company must complete one (1) full year of employment (2,080 hours) before being eligible for a Termination Allowance Alternative for a subsequent separation, and the amount of such allowance shall be based on the period of employment between the day of the employee's most recent reengagement and the subsequent separation.
- 4) No Termination Allowance Alternative will be paid to employees who are separated from the Company in any other manner than as specified in this Memorandum.
- An employee who elects the voluntary Termination Allowance Alternative shall not be entitled to any of the layoff/force adjustment provisions, including recall rights, outlined in Article 16, Force Adjustments, or Article 19, Termination Allowance, of the Collective Bargaining Agreement, nor any other termination allowance offered by the Company.

- Neither the right to effect a layoff/force adjustment, the determination of a surplus condition, eligibility for any termination allowance nor any part of the above provisions of this Memorandum of Agreement shall be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.
- Once written notification of the surplus condition in the designated workgroup/job classification is given to the affected employee, the employee will normally be given two days to select his/her preference of all available force adjustment options.

This Agreement shall remain in effect up to and including **March 17, 2019**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on **March 11, 2023** and shall not survive the expiration date of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.	COMMUNICATIONS WORKERS OF AMERICA	
Rick Carpenter Director - Labor Relations	Gene Redd CWA Representative	
Date:	Date:	

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (CWA)

DOMESTIC PARTNER BENEFITS

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

- 1. The Company and the Union agree to extend benefits, as set forth below, to employees' domestic partners and children of domestic partners.
- 2. Employees may elect health and welfare benefits coverage of domestic partners and children of domestic partners as described below.
- 3. The Company and the Union agree that eligibility of a domestic partner for health and welfare benefits shall be based on the following conditions:
 - A. The employee and the domestic partner are same-sex, adult partners.
 - B. Neither the employee nor the domestic partner is married or a domestic partner of a third party.
 - C. Both the employee and the domestic partner are at least eighteen (18) years of age and are mentally competent to contract.
 - D. The employee and the domestic partner are not related by blood to a degree of closeness that would prohibit legal marriage in their state of residence.
 - E. The employee and the domestic partner live together at the same permanent residence.
 - F. The employee and the domestic partner are jointly responsible for each other's welfare and basic living expenses.
 - G. The domestic partner is the employee's sole domestic partner and intends to remain so indefinitely.

- H. The employee and the domestic partner agree to notify the Company and any other appropriate party of any changes in the above conditions.
- 4. The Company and the Union agree that eligibility of children of domestic partners for health and welfare benefits shall be based on the following conditions:
 - A. An eligible domestic partner is the natural parent, adoptive parent or legal guardian of the child.
 - B. The child is unmarried and either under the age of nineteen (19) or under the age of twenty-five (25) attending an accredited secondary school, college, university or nursing school and are dependent on the domestic partner for care and support.
- 5. An employee may elect coverage of a domestic partner and any children of a domestic partner for the following benefits. The amount and availability of benefits are governed by the provisions of the applicable plan and are subject to the Internal Revenue Code and related regulations.
 - A. Medical
 - B. Dental
 - C. Health care continuation coverage
 - D. Flexible Reimbursement Plan Healthcare Reimbursement Account (for IRS Tax Dependents)
 - E. Dependent Care Reimbursement Account (for IRS Tax Dependents)
 - F. Retiree Medical (limited to Domestic Partner and children of Domestic Partner who are covered by medical plan at time of employee's retirement)
 - G. Group Universal Life or Supplemental Term Life
- 6. Employees are entitled to Bereavement Leave in the event of the death of a domestic partner, children of the domestic partner and other domestic partner family members as specified in the relevant Collective Bargaining Agreement.
- 7. Employees are entitled to Family and Medical Leave for the care of a seriously-ill domestic partner, or child of a domestic partner, subject to general eligibility requirements.

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

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC	COMMUNICATIONS WORKERS OF AMERICA	
Rick Carpenter Director-Labor Relations	Gene Redd CWA-Staff Representative	
Date:	Date:	

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (CWA)

EDUCATION AND LIFE-LONG LEARNING

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

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

- The level of employee awareness of the Frontier Communications tuition assistance program.
- The role of education assistance in the attraction and retention of bargaining unit employees.
- The identification of certain non-degreed programs, which enhance or certify job knowledge.

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

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC	COMMUNICATIONS WORKERS OF AMERICA	
Rick Carpenter Director-Labor Relations	Gene Redd CWA-Staff Representative	
Date:	Date:	

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (CWA) HOURLY SAVINGS PLAN (HSP)

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

- The Company and the Union will make the Hourly Savings Plan (HSP) available to regular full or part-time hourly employees of the Company who are covered by a Collective Bargaining Agreement.
- 2. The Company reserves the right at any time, and from time to time, by action of the Board of Directors, to modify or amend in whole or part, any or all of the provisions of the HSP, but no such amendment or modification shall have the effect of reducing the accrued benefits of members, retired members, former members or their beneficiaries or of diverting any part of the Trust Fund to any purpose other than for the exclusive benefit of members, former members, or their beneficiaries and the payment of reasonable HSP administration expenses.
- 3. The Company reserves the right, by action of the Board of Directors, to terminate or partially terminate the HSP at any time. Upon termination or partial termination of the HSP or upon the complete discontinuance of contributions under the HSP, the member accounts of the members affected by the termination, partial termination, or complete discontinuance of contributions as the case may be shall be nonforfeitable. Notwithstanding the above, effective April 1, 2011, the Company agrees to continue to provide new employees, hired without a pension benefit, the 401(k) Company matching contribution for the life of the agreement.
- 4. The HSP may be merged into or consolidated with another plan, and its assets or liabilities may be transferred to another plan; provided, however, that no such merger, consolidation, or transfer shall be consummated unless each member and beneficiary under the HSP would receive a benefit immediately after the merger, consolidation, or transfer, if the transferee plan then terminated, that is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation or transfer, if the HSP had then terminated.

- 5. The Company and the Union agree that every provision heretofore contained in this Agreement is contingent upon the Company's receipt of a favorable determination that the HSP, as amended, continues to be qualified under Section 401 (a) et. seq., of the Internal Revenue Code. In the event any recession in the HSP is necessary to obtain or maintain a favorable determination from the Internal Revenue Service, the Company will make the revisions, adhering as closely as possible to the level of benefits contained in the HSP.
- 6. In the event any portion of this Agreement is determined by a court or government agency to be in violation of existing law or is voided by a change in existing laws, the Company retains the unilateral right to make whatever modifications it deems necessary and appropriate to comply with the law, including the right to rescind the Agreement, if it deems no such modification is feasible. The Company shall have no obligation to bargain or negotiate with the Union in the event that this Agreement is modified or eliminated or in the event the Company does not implement any or all of the provisions of this Agreement because it does not receive Internal Revenue Service approval, any or all of these plans are deemed not qualified, or because of a change in existing laws.
- 7. The HSP will be administered solely in accordance with its provisions and no matter concerning the HSP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement but rather shall be governed by the terms and conditions of the HSP and the interpretation of the HSP Committee.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC	COMMUNICATIONS WORKERS OF AMERICA	
Rick Carpenter Director-Labor Relations	Gene Redd CWA-Staff Representative	
Date:	Date:	

between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (CWA)

HOURLY SAVINGS PLAN

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

The Company and the Union agree to continue the company matching contribution to the Hourly Savings Plan (HSP).

- Effective January 1, 2016 the company matching contribution will be 66 and 2/3 of the first 6% of employee contribution.
- Effective January 1, 2017 the company matching contribution will be 50% of the first 6% of employee contribution.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC	COMMUNICATIONS WORKERS OF AMERICA	
Rick Carpenter Director-Labor Relations	Gene Redd CWA-Staff Representative	
Date:	Date:	

Between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (CWA)

NEUTRALITY AND CONSENT ELECTION

This agreement between **Frontier Communications of the Carolinas, Inc.** ("the company") and Communication Workers of America ("the Union") covers all understandings between the parties concerning union organizing; access to employees and code of conduct applicable to union organizing efforts.

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

The parties also recognize that the Union's goal of growing membership is intrinsically linked to the successful growth of the business. In order to maintain this perspective and to avoid unnecessary confrontation, the parties agree that the following principles regarding neutrality and consent election will be applicable to Verizon's former "GTE Network Services Companies" (Incumbent Local Exchange Carriers and Logistics) and Verizon Select Services Inc. This shall be the exclusive means by which the Union, their locals, or individuals acting on their behalf, will conduct an effort to organize eligible employees in the covered Verizon's former "GTE Network Services Companies" (Incumbent Local Exchange Carriers and Logistics) and Verizon Select Services Inc. as defined by the National Labor Relations Act.

1. Employee Choice

Both the Union and the Company support and agree with the principle that the decision as to whether or not to become represented by a union is one that does not belong to either the Union or to the Company. Rather, it is an individual decision that belongs to the employee. With the parties' mutual recognition of this fundamental tenet, the following provisions are intended to establish, encourage and nurture an environment during a

union organizing drive that will allow employees to choose whether or not to become represented in a fully informed and uncoerced manner. All negotiations concerning appropriate unit, access, conduct and voting will be performed by **Frontier** Labor Relations Staff in conjunction with local management and designated Union representatives.

2. Neutrality

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

- (a) Management will not be anti-union nor will the Union be antimanagement.
- (b) Management will not advocate that employees should not vote for a union to represent them.
- (c) The Unions will be afforded reasonable opportunities for access to employees to get their message communicated.
- (d) Management will respond to employee questions and is obligated to correct inaccurate or misunderstood information by employees.
- (e) The Union(s) will be referred to by name and will not be characterized as a "third party" or "outsider".
- (f) Any written information distributed to employees by either party relative to the organizing campaign will be shared with the other. The parties' communications with employees will be shared with the other. The parties' communications with employees will be in accordance with this agreement.
- (g) Neither party will hire consultants who encourage an adversarial relationship.
- (h) Neither managers nor Union representatives will be personally attacked.
- (i) Neither the Union nor the Company will be attacked as institutions.
- (j) The Company will not conduct meetings for the sole purpose of discussing organizing activities without inviting appropriate Union representatives to attend.

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

Rules

The procedures to be followed are listed below:

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

4. Time Bound

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

5. Informed Decision

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

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

6. Free from Coercion

Consistent with the basic tenet of employee choice, the parties want to ensure that employees have expressed their choice from an informed position and are completely free from any coercion by the Company, the Union or any other party or parties. One way to ensure this objective is to have a NLRB conducted election.

In the alternative, the Company and the Union agree to use a process that is called "Consent Election." This process will work as follows:

- (1) As part of the access discussions, the parties agree to use "Consent Election".
- (2) The Unions shall initiate the consent election process by providing to a TPN proof of support by means of show of interest cards from 50% + 1 of the employees in the unit. The TPN will then notify Frontier Labor Relations Staff and request a list of names, job titles and home addresses. The Company will furnish the list within five working days. The Union will also be furnished with the list. The "show of interest" cards will clearly state their purpose and that a secret ballot consent election will be conducted to determine the will of the unit. If the TPN determines that the Union has a sufficient show of interest, he/she will schedule a Consent Election process in accordance with this Agreement.
- (3) The election process will be supervised by a mutually selected TPN, whose role is to ensure the integrity of the process itself, and will be conducted within two weeks of the submission of the Union's show of interest to the TPN. Employees will be asked to express their individual preference in a manner that will ensure that their choice will not be known to either party. The TPN will count the votes and advise the parties of the outcome. Consistent with this Agreement, a vote of 50% + 1 of those who vote will control. The parties may have an observer present when the TPN counts the ballots.
- (4) In all cases, the election process shall take place within 14 days of receipt and verification of the Union's show of interest cards by the TPN. In those cases where there is no dispute about the composition of the unit, the election process will be held within

seven days. The election may be held at the Company location or at a neutral site as agreed by the parties. The cost of using a neutral site will be split equally by the parties.

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

7. Access Agreement

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

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

8. Dispute Resolution

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

The notice will provide concise statement of the question or dispute to be addressed and a statement that the parties have attempted in good faith but have been unable to resolve the matter by and between them.

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

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

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

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

(f) The parties agree that the process set forth herein shall be the

exclusive means for resolving disputes covered by this dispute resolution process, and neither party will utilize any other forum (e.g. NLRB, federal court, etc.) to address issues subject to resolution pursuant to this process.

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

9. Acquisitions and Ventures

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

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC	COMMUNICATIONS WORKERS OF AMERICA	
Rick Carpenter Director-Labor Relations	Gene Redd CWA-Staff Representative	
Date:	Date:	

Between

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (CWA)

UNION LEAVE OF ABSENCE

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

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

4. In the event that any court of competent jurisdiction finds this Agreement to be unlawful, it shall be null and void as of the date of its execution, but **Frontier Communications** and the CWA will immediately negotiate in good faith to provide the most equivalent lawful benefit for **Frontier**-Union employees.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC	COMMUNICATIONS WORKERS OF AMERICA	
Rick Carpenter Director-Labor Relations	Gene Redd CWA-Staff Representative	
Date:	Date:	

between

THE VERIZON/GTE COMPANIES

and

COMMUNICATIONS WORKERS OF AMERICA (CWA)

SERVICE AND SENIORITY RECOGNITION

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

SERVICE RECOGNITION

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

- 4. Individuals who are subsequently rehired will be eligible for recognition of prior service, as identified in paragraphs 1, 2 and 3 above, upon completion of 1,000 hours of continuous active service.
- 5. Employees will have until February 1, 2002, to request a review of prior service subject to research and verification of employee records. In the event the employee's request is received after February 1, 2002, bridging will be effective upon verification.

SENIORITY RECOGNITION

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

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

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC	COMMUNICATIONS WORKERS OF AMERICA	
Rick Carpenter Director-Labor Relations	Gene Redd CWA-Staff Representative	
Date:	Date:	

between

FRONTIER COMMUNICATIONS OF THE CAROLNAS, INC.

and

COMMUNICATIONS WORKERS OF AMERICA (CWA)

COMMUTER ADVANTAGE PROGRAM (CAP)

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

- 1. **Frontier Communications of the Carolinas, Inc.** agrees to make available to the extent consistent with and permitted by IRS guidelines, the Commuter Advantage Program (CAP) to **Frontier** employees allowing them to set aside pretax dollars from their paychecks into CAP accounts to pay for eligible commuting expenses.
- 2. For regular full-time and regular part-time employees hired after August 1, 2005, coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later.
- 3. Two CAP accounts will be available: a Transportation Reimbursement Account and a Parking Reimbursement Account. The Transportation Reimbursement Account will allow employees to set aside pre-tax dollars to cover certain eligible mass transit or vanpooling commuter vehicle transportation expenses associated with travel to and from work. The Parking Reimbursement Account will allow employees to set aside pre-tax dollars to cover certain eligible parking expenses associated with their travel to and from work. Employees may elect to participate in one or both of the CAP accounts. Employees will be permitted to make deductions for eligible transportation and parking expenses to the extent permitted by IRS regulations.
- 4. The CAP will be administered solely in accordance with its provisions and no matter concerning the CAP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the CAP Administrator, the administration of the CAP and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or reimbursements shall be determined by and at the sole discretion of the Company.

set forth in this Memorandum of Agreement, including the Commuter Advantage Program, shall also terminate on **March 11, 2023**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC

Rick Carpenter

Director-Labor Relations

Gene Redd

CWA-Staff Representative

Date:

This Memorandum of Agreement is effective on **March 17, 2019**, and shall expire on **March 11, 2023**. The parties specifically agree that the terms and conditions

5.

Date:

Memorandum of Agreement

Work Assignment Flexibility and Job Security

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

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

Certification Incentive Differentials

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

If an employee has all three certifications, the employee will receive a total differential of \$1.25 per hour.

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

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

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC	COMMUNICATIONS WORKERS OF AMERICA	
Rick Carpenter Director-Labor Relations	Gene Redd CWA-Staff Representative	
Date:	Date:	

Memorandum of Agreement

PERFOMANCE RECOGNITION PLAN

- (a) The Performance Recognition Plan is designed to encourage and recognize teamwork and affords employees a means of participating in the growth and success of the Company resulting from improved productivity and operating competitiveness as well as providing the potential for increased income for eligible employees.
- (b) The team performance bonus plan will include a variety of bonus components, as assigned by the Company along with relative weighting.
- (c) The Company will establish the objectives for each component by March 31 of each year. The Company will communicate all objectives to the Union and employees.
- (d) All employees in the bargaining unit will be covered by the plan. The results will be measured and paid out to employees on an annual basis based on their results.
- (e) The bonus will be prorated for new hires according to the number of full months a new hire was employed. If an employee leaves the payroll during the year preceding the year in which the bonus will be paid, the bonus will be prorated based on the number of full months worked that year
- (f) Employees who are discharged for cause or who resign before the payout date are ineligible for any bonus payout.
- (g) For employees who are not at work for thirty (30) or more consecutive calendar days during the Plan year, the bonus will be prorated based on the number of full months the employee is actively at work during the Plan year.
- (h) The plan will continue in calendar years 2019, 2020, 2021 and 2022. The annual bonus pool will be 2% of the gross base wages for the bargaining unit employees. The payouts will be calculated based upon even weighting of the bonus components with each component ranging in value from 0 150%. The payout percentage will range from a minimum of 50% to a maximum of 150% of the available bonus pool.

SALES INCENTIVE PROGRAMS

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

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

FRONTIER COMMUNICATIONS OF THE CAROLINAS, INC	COMMUNICATIONS WORKERS OF AMERICA	
Rick Carpenter Director-Labor Relations	Gene Redd CWA-Staff Representative	
Date:	Date:	

EXHIBIT A

COMMUNICATIONS WORKERS OF AMERICA DUES DEDUCTION AUTHORIZATION / APPLICATION FOR MEMBERSHIP