

Agreement between



Frontier North Inc.

and

International Brotherhood of Electrical Workers (Local Unions 21, 51, and 702)



Illinois Service, Construction & Supply

**Effective May 10, 2020
through May 11, 2024**

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Appendix 1 to MIFA #2

This Agreement (hereinafter at times referred to as "Appendix 1 to MIFA # 2" or "this Appendix to MIFA # 2") is entered into this May 10, 2020, between Frontier North Inc. and their respective successors or assigns as defined in the National Labor Relations Act, hereinafter referred to as the "Company" and Local Unions 21, 51 and 702 of the International Brotherhood Of Electrical Workers, affiliated with the American Federation of Labor - Congress of Industrial Organization, hereinafter referred to as the "Union," "Bargaining Agency," "Employee," or "Employees."

Article 1. Contract Period

- 1.1 See MIFA # 2 Article 14: *Duration of This Agreement*.
- 1.2 Should any Federal, State law, regulation, or the final decision of any court of competent jurisdiction, affect any provision of this Agreement, the provision or provisions so affected shall be deemed to be amended so as to conform to the law, regulation or decision, and otherwise this Agreement shall continue in full force and effect.

Article 2. Recognition and Union Security

- 2.1 The Company and the Union agree that this Agreement shall apply to all classifications hereinafter prescribed for the proper construction, installation and maintenance of the facilities now owned, served and/or operated by the Company, and the Company agrees that it will not assign or authorize work to be performed by outside forces in violation of the articles of this Agreement. The Company further agrees to recognize the Union as the exclusive bargaining agency for all such employees during the term of this Agreement. Management forces will not perform bargaining unit work except for purposes of training employees or in emergencies. This will not restrict customers from modular installation.
- 2.2 Each newly hired employee shall serve a probationary period of employment with the Company in accordance with Article 13, Section 13.10. Such new employees shall make arrangements with the Union for membership therein on or immediately after thirty (30) days of employment. The Union agrees that such employee may voluntarily choose not to become a member until the first thirty (30) days of the probationary period have elapsed. After becoming a Union member, the employee will continue such membership as a condition of employment under this Agreement and shall immediately thereafter be credited with seniority from the date of engagement.

The Union further agrees to accept as members all new employees who are satisfactory to the Company and who have served the first thirty (30) days of the probationary period. The provision requiring membership in the Union after thirty (30) days shall not become effective until all legal requirements have been met and satisfied.

- 2.3 Employees who come under the provisions of laws or regulations relating to persons who have been in military service, shall be entitled to all of the rights and benefits granted to them by such laws and regulations.

Article 3. Management Responsibility

- 3.1 Except as specifically limited by this Agreement, the management of the business and the direction of the work force shall remain with the Company including, but not limited to, the right to hire, discipline and discharge for cause, lay off, assign, promote, and transfer employees, to decide the number of employees needed at any particular time or place, to use improved methods or equipment and to be the sole judge of the types of standards of communications service rendered the public.

Article 4. Training

- 4.1 The Company may, at its discretion, assign student trainees who are definitely scheduled for assignment on a District, Division, or General Office level in a capacity which is outside the bargaining unit. Such a trainee may work in the various classifications covered by this Agreement for a period not to exceed two (2) months in any classification unless an extension of the training period is mutually agreed upon. It is understood that the objective of this training is to provide the individual with the familiarity and knowledge necessary for the proper execution of the ultimate job for which the employee is training. It is specifically agreed that such trainee shall not, in the course of the training in the various classifications, displace, replace, result in the transfer of regular craft personnel, or prevent the hiring of additional personnel covered by this Agreement. It is agreed that while doing this work there will be no bargaining with the Union with respect to a trainee's wages.

Article 5. Public Security

- 5.1 It is understood between the parties that the services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of a public utility, and to the health, safety, and welfare of the public.
- 5.2 The Union agrees that it will not call upon or authorize employees to cease or abstain from the continuous performance of their respective duties with the Company in accordance with the provisions of this Agreement.
 - 5.2.1 During the life of this Agreement, the Union will not cause a strike, nor will any employee or employees take part in a strike, sympathy strike, intentional slowdown in rate of work, or any other interference or stoppage of the Company's work.
 - 5.2.2 Should a contingency arise where an employee or employees covered by this Agreement cease or abstain from their duties with the Company, the Company shall take the necessary steps to discipline properly such employee or employees.
- 5.3 The Company agrees that it will not do anything to prevent such continuity of performance of said employees insofar as such services are required in the normal and usual operation of the Company's properties.

Article 6. Adjustment Of Differences

- 6.1 A grievance is a written complaint by an employee or group of employees involving the interpretation or application of any of the provisions of this Agreement. Grievances will be submitted on a standard form mutually agreed to by the parties to this Agreement.
- 6.2 Any matter bordering upon a grievance or difference affecting an individual employee shall be taken up directly with the management representative immediately supervising the employee, preferably assisted by the local Union representative. In those cases where the employee's immediate supervisor is not readily available, the employee may present the matter to another supervisor who is available.
- 6.3 A matter unresolved by the use of Section 6.2 shall be presented in writing to the management representative immediately supervising the employee by the local Union representative. The written notice by the Union to the Company shall contain a statement of the alleged violation and shall be presented within fifteen (15) calendar days from the date of the situation giving rise to the grievance.

The second level manager shall meet with the local Union representative within ten (10) working days in an attempt to resolve the grievance. The Company's answer will be given in writing to the local Union representative within ten (10) working days after this meeting. Grievances settled at the first step of the grievance procedure will not set a precedent for other or future grievances.

- 6.3.1 Once a grievance has been presented in writing by the Union, the Company shall not attempt to effect an adjustment or disposition of the grievance with the aggrieved employee or employees without affording the appropriate Union representative an opportunity to be present.
- 6.4 Where differences are not satisfactorily adjusted under Section 6.2 and 6.3 above, the Union may request a hearing with the Regional Director-HR Services and/or appointed representative of the Regional Director-HR Services. Such request for hearing shall be made in writing within ten (10) working days after the answer given by the employee's supervisor. The grievance when referred at this level shall outline all pertinent facts and the previous decisions at the first and second levels. The Regional Director-HR Services and/or appointed representative of the Regional Director-HR Services shall meet with the Business Manager or a representative of the Business Manager within thirty (30) days in an attempt to resolve the grievance. The Company will furnish the Business Manager, steward or stewardess, and grievant its final position in writing within ten (10) working days after the meeting.
- 6.5 In case the difference is of an emergency nature, the Company and the Union agree to make every attempt to resolve the difference with the speed warranted by the circumstances without reference to the time limits set forth in Sections 6.2, 6.3, and 6.4 above.
- 6.6 The parties to the Agreement may agree to extend the time limits set forth in Sections 6.3 and 6.4 for specific reasons.
- 6.7 It is agreed that all items of this Agreement shall be considered in the handling of any grievance. However, a grievance will not be accepted unless it has identified some specific Contract Article and Section that is claimed to be in violation.
- 6.8 Where a difference with respect to the interpretation and application of any provision of this Agreement cannot be resolved through the use of Article 6, the provisions of Article 7, Arbitration, may be applied.

Article 7. Arbitration

- 7.1 Any grievance which resulted from an alleged violation of a provision of this contract which the parties are unable to settle by the use of Article 6, "Adjustment of Differences," may be submitted to arbitration.
- 7.2 Written request for arbitration must be made to the other party within thirty (30) days, and to the American Arbitration Association (AAA) within ninety (90) days, after the date of the Company's final answer on the grievance.
- 7.2.1 The Union may, on a rotating basis, choose to utilize the Federal Mediation and Conciliation Service (FMCS) as an alternative to the American Arbitration Association.
- 7.2.2 If the moving party fails to submit a written request for arbitration to the AAA or FMCS within ninety (90) days after the date of the Company's final answer on the grievance, the grievance shall be deemed to have been withdrawn by the moving party.
- 7.3 The parties will abide by the AAA's rules (when AAA is utilized in accordance with Section 7.2) or the rules of the FMCS (when FMCS is utilized in accordance with Section 7.2) in the selection of the arbitrator and in the arbitration proceedings.
- 7.4 The compensation and expenses of the arbitrator and the incidental expenses of the arbitration shall be borne jointly by the Company and the Union.
- Each party shall bear the expense of preparing and presenting its own case.
- 7.5 The decision of the arbitrator shall be binding on both parties and shall conclusively determine the dispute being arbitrated.
- 7.6 The arbitrator shall not have authority to add to, subtract from, or modify any provisions of this Agreement, or to rule on any question except the one(s) submitted for arbitration.
- 7.7 Not more than one grievance shall be heard by an arbitrator in a single arbitration proceeding except by mutual agreement in writing between the parties.

Article 8. Employment

- 8.1 The Company shall have the exclusive rights in the hiring of all new employees.

- 8.2 In recognition of the provisions of the National Labor Relations Act as amended with respect to rights of the employees, the Company and Union agree that there shall be no discrimination on the part of either party hereto against any employee because of the individual's affiliation with the Union.
- 8.3 The Union agrees for its members that individually and collectively they will perform loyal and efficient work and service and that they will use their influence and best efforts to protect the property and interests of the Company, its good name, and its service to the public. The Company agrees that it will not act capriciously or arbitrarily in its treatment of employees and will apply the terms of this Agreement impartially to all employees.
- 8.4 The Company and the Union will continue to support their policies of non-discrimination against any employee in terms, tenure, or conditions of employment or Union Membership because of race, color, sex, age, religion, creed, national origin, Veteran status or Vietnam Veteran status, or physical or mental handicap unrelated to ability.

Article 9. Union Activity

- 9.1 It is agreed that there will be no Union activity on Company time except that necessary in connection with the handling of grievances and the enforcement of this Agreement.
- 9.1.1 Should it become necessary that an employee be temporarily relieved of the employee's duties in connection with grievance handling, the immediate supervisor shall be notified by the affected employee as to the nature of the business to be transacted and the approximate time necessary. Since certain schedule problems may exist, as much advance notice as possible shall be given.

Article 10. Working Rules and Basis Of Compensation

- 10.1 Hours of Work and Working Schedules
- 10.1.1 A regular day's work shall consist of eight (8) hours to be worked in a nine (9) hour period, with one (1) hour's intermission for lunch.
- 10.1.1.1 The Company may schedule employees to carry their lunch and eat it at the jobsite, in which case a one-half ($\frac{1}{2}$) hour intermission for lunch will be observed. Such scheduling of one-half hour intermission for lunch must be for a minimum of one (1) calendar week.

Employees on the one (1) hour lunch, when authorized by the supervisor, may elect to carry their lunch and eat it at the jobsite, in which case a one-half ($\frac{1}{2}$) hour intermission for lunch will be observed. The total workday period will then be reduced to eight and one-half ($8\frac{1}{2}$) hours. When a shift begins between the hours of 3 P.M. and 12 P.M., inclusive, such shift shall be eight (8) hours in length including lunch time with lunch to be carried and eaten on the jobsite, except that Couriers shall observe a regular workday period of eight and one-half ($8\frac{1}{2}$) hours, including a one-half ($\frac{1}{2}$) hour intermission for lunch.

10.1.2 A regular work week shall consist of forty (40) hours, five (5) eight (8) hour days worked during a calendar week.

10.1.2.1 Where the Company maintains work schedules without consecutive days off, a premium payment of \$.15 per hour will be paid for all hours worked, not to exceed 8 hours in any one day or 40 hours in any work week to employees assigned to such schedules. In computing hours worked for this premium in a week containing an authorized holiday, the 8 hours' holiday pay shall be considered as time worked.

10.1.3 A formal work schedule shall be established by electronic and/or bulletin board notification no later than Wednesday of the week preceding the effective date. Such schedule shall remain in effect for a minimum period of one (1) week.

10.1.4 Except where otherwise locally agreed upon, selection of work schedules in appropriate force groups shall be on a seniority basis except that employees with less than twelve (12) months in that classification shall be assigned to a shift appropriate for training. The Company will strive to fulfill the preferences of employees to the extent possible. However, in the event the preference method described herein does not result in all shifts being covered by employees qualified and trained to perform the type of work required by the shift, it may be necessary for the Company to assign the least senior qualified employees to such shifts. The Company will canvass the appropriate employees to determine individual preferences in work schedules at intervals of no longer than three (3) months.

10.1.5 When service requirements necessitate the changing of hours to be worked on a scheduled day from the formal schedule for regular full-time employees, the treatment shall be as follows:

- 10.1.5.1 Straight time compensation for all hours worked in the changed tour that coincide with the formal schedule.
- 10.1.5.2 Schedule Change Premium Penalty: A premium of one-half (1/2) the basic straight time rate will be paid for all hours worked that do not coincide with the formal schedule unless the employee is given a minimum of 48 hours advance notice of the schedule change. Such schedule changes without premium payment may be made to provide for temporarily vacated schedules as a result of sickness disability, promotion, reclassification, or termination.

10.2 Overtime

- 10.2.1 Overtime is all hours worked in excess of eight (8) hours per day, or all hours worked in excess of forty (40) hours per week. Overtime shall be compensated for at one and one-half times (1 ½x) the basic hourly rate of pay.
 - 10.2.1.1 The following paid time off shall be considered as hours worked for the purpose of computing overtime:
 - Union business in connection with the handling of grievances and the enforcement of the Agreement (Article 9, Section 9.1)
 - Authorized Holidays and Personal Days (Article 10, Section 10.3)
 - Vacation Time (Article 11)
 - Jury Duty (Article 16, Section 16.1)
 - Death in the employee's immediate family (Article 16, Section 16.5)
 - Witness Duty (Article 16, Section 16.8)
 - Voting Time taken pursuant to law

In addition, time off for Military Reserve Training will be considered as hours worked for the purpose of computing overtime.

Otherwise, only hours actually worked shall be counted for the purpose of computing overtime.

- 10.2.2 Insofar as it is practical to do so, the Company will endeavor to distribute prearranged overtime work equally and impartially to the employees at a given location who are qualified to do the class of work to be performed and who usually perform such work during their normal working hours.

An assessment will be made quarterly as to the relative amount of prearranged overtime worked by each employee in an overtime distribution group. Employees with the least amount of prearranged overtime for the year will be given first choice for prearranged overtime during the next quarter.

Prearranged overtime lists will be zeroed out at the beginning of each calendar year and employees will receive prearranged overtime by seniority for the first quarter of each year.

- 10.2.3 There shall be no duplication or pyramiding of overtime or premium pay.
- 10.2.4 When an employee is notified prior to being released from the employee's days' work, to report for overtime work outside the employee's regular scheduled hours, such hours of overtime work will constitute prearranged overtime. A prearranged overtime assignment shall be for a minimum of two (2) hours, except that the minimum will not apply if the prearranged overtime hours immediately precede or immediately follow regular scheduled hours. Prearranged overtime shall be compensated at one and one-half times ($1\frac{1}{2}x$) the basic hourly rate of pay, except as provided below:
- 10.2.4.1 In the event that a prearranged overtime assignment is canceled after the employee is released from work, the employee shall be paid an allowance equivalent to one hour at the employee's basic rate of pay.
- 10.2.4.2 The prearranged overtime period refers to hours worked which may extend to, but not into or beyond, the employee's regularly scheduled hours of work.
- 10.2.4.3 When prearranged overtime begins or extends into any day or period for which a premium rate greater than one and one-half times ($1\frac{1}{2}x$) the basic hourly rate of pay applies in accordance with specific provisions elsewhere in this Agreement, such greater premium shall take precedence for purposes of determining rate of pay and will apply to hours actually worked during said day or period.

- 10.2.5 Employees shall not ordinarily be required or permitted to work sixteen (16) or more continuous hours. However, in service emergencies or under circumstances beyond the control of the Company, it may become necessary to work an employee such extended hours.

Such employee who has worked sixteen or more continuous hours shall be entitled to an eight-hour rest period before returning to work. If any portion of the rest period extends into the employee's regular scheduled shift, the employee shall be excused from work without loss of pay for such hours.

- 10.2.6 When the Company determines the need to implement a standby duty procedure it may do so among employees on the same work schedule. Employees assigned to "Compensated Availability" must be reachable on their Company-provided cell phone and, in situations where cell service may not be available to an employee, the employee must provide the Company with an alternate telephone number where they can be reached. Employees designated as being on standby status must be available to promptly respond to a call out. Assignment to Standby status will be in increments of one (1) to seven (7) days. Employees will be notified of their standby status at least five (5) days in advance of the duty. Compensation will be \$20.00 for each scheduled day, \$30.00 for every non-scheduled day, and \$35.00 for Holidays in addition to applicable call out rates.

10.2.6.1 Where Standby duty is instituted; employees will be able to volunteer to be assigned. Standby will be based on employee preference and rotated each week. The order of rotation will be seniority, lottery, overtime list, etc., as agreed by parties locally. In the event that sufficient volunteers cannot be secured, the Company may assign all qualified employees to standby in inverse order of seniority on a rotating basis. In those instances where it is deemed appropriate, a Company vehicle will be provided to the employee(s) on Standby duty that can be taken to the employee's residence. Vehicles can only be used on Company business in response to call outs.

10.2.6.2 Overtime worked while on Standby status will not be included on the overtime distribution list.

10.3 Authorized Holidays and Personal Days

10.3.1 Effective January 1, 2013, the following days shall be recognized as authorized holidays:

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

* Employees in the Plant Service Center will recognize an eighth (8th) Personal Day in lieu of the Day After Thanksgiving Day. The Company will allow a minimum of 50% of each classification within the Plant Service Center to utilize this eighth (8th) Personal Day to take off the day after Thanksgiving Day.

10.3.2 Personal Days

Each Regular Employee with one (1) or more years of service shall be entitled to seven (7) Personal Days each year.

10.3.2.1 The number of Personal Days available to Regular Employees who reach one (1) year of continuous service during a calendar year will be pro-rated based upon the number of full weeks remaining in the calendar year when the employee reaches one (1) year of continuous service, divided by 52. If this pro-rated number of days is a fraction of a whole number, the amount will be rounded to the nearest multiple of ".5."

The term of the personal day(s) will be from the last scheduled day prior to the start of the personal day(s) to the first scheduled day following the scheduled personal day(s).

10.3.2.2 Employees will be excused from work on Personal Days with a regular day's pay.

10.3.2.3 Initial selection of Personal Days will take place immediately following the annual vacation scheduling process, in order of seniority. During this initial selection, employees may select Personal Days from those remaining available full calendar days on the vacation schedule.

10.3.2.4 Subsequent to the annual vacation scheduling process and if work requirements permit, requests to reschedule selected Personal Days, or to schedule any remaining unscheduled Personal Day(s) will be granted on a first-come, first served basis. Personal Days may be scheduled at any time during the calendar year, subject to supervisory approval.

10.3.2.5 All Personal Days may be taken in one quarter (1/4) day (i.e., 2 hour) increments.

10.3.2.6 The Company will allow as many employees as possible, with a minimum of fifty percent (50%), to schedule a Personal Day on Christmas Eve (December 24), provided appropriate service levels can be maintained.

10.3.3 Holidays Falling on a Regularly Scheduled Workday

When an authorized holiday or its observed equivalent ("holiday") falls on an employee's regularly scheduled workday, the employee shall be excused from work and shall be allowed a regular day's pay provided the employee works the employee's last full unexcused shift preceding the holiday and the employee's first full unexcused shift following the holiday.

10.3.3.1 An employee shall not receive a regular day's pay for a holiday if the employee fails to work on such holiday when the employee was so notified before quitting time of the employee's tour of duty on the employee's last scheduled workday preceding the holiday.

10.3.3.2 The Company shall endeavor to notify employees of the holiday coverage 72 hours in advance of the holiday. The 72-hour notification may be shortened due to unforeseen circumstances.

10.3.3.3 "Regular day's pay" shall be defined as eight (8) hours at the basic straight time rate for employees classified as Regular. In the case of Part-time employees, "regular day's pay" is determined from the average hours worked per day in the week in which the holiday occurs. Temporary employees are not eligible to receive holiday pay.

10.3.4 Authorized Holiday Observance

If the holiday falls on Sunday, the following Monday will be observed as the holiday. If the holiday falls on Saturday, the preceding Friday will be observed as the holiday. If an authorized holiday or its observed equivalent falls on a day when an employee is not scheduled to work, the employee shall be allowed an alternate holiday off with pay during the pay period in which the holiday falls or on a mutually agreeable later date within the same calendar year. Selection of this alternate holiday will be subject to supervisory approval.

10.3.4.1 Notwithstanding any other provision of this Article, if an employee eligible for an alternate holiday performs work on the authorized holiday or observed equivalent, the employee shall not receive holiday premium payments for such work. However, if an employee eligible for an alternate holiday performs work on the alternate holiday, the employee shall receive applicable holiday premium payments for such work.

10.3.5 Pay for Working an Authorized Holiday

If an employee works on an authorized holiday or its observed equivalent, the employee shall be paid one and one-half (1 ½) times the employee's regular hourly rate for the first eight (8) hours worked. In addition, the employee will receive the holiday pay referred to in Section 10.3.3.

10.3.5.1 The employee shall receive two (2) times the employee's regular hourly rate for all hours worked in excess of the first eight (8) hours.

10.4 Board & Lodging and Per Diem Allowance

10.4.1 Employees covered by this Agreement will be subject to work assignments at other than their designated reporting exchanges when service requirements so necessitate such a temporary shift of personnel.

10.4.2 When an employee is assigned to report to a temporary work location ten (10) or more miles from his/her regular reporting center, the following per diem allowances will apply. These per diem payments are in lieu of all other employee expenses, unless otherwise specified herein:

- 10.4.2.1 If the temporary reporting center is more than ten (10) miles and up to and including twenty (20) miles from the employee's regular reporting center, the employee will be compensated \$11.00 per day for each working day of the assignment.
- 10.4.2.2 If the temporary reporting center is more than twenty (20) miles and up to and including forty (40) miles from the employee's regular reporting center, the employee will be compensated \$21.50 per day for each working day of the assignment.
- 10.4.2.3 If the temporary reporting center is more than forty (40) miles and up to and including sixty (60) miles from the employee's regular reporting center, the employee will be compensated \$34.00 per day for each working day of the assignment.
- 10.4.2.4 If the temporary reporting center is more than sixty (60) miles from the employee's regular reporting center AND is in the state of Illinois, the Company shall select and pay for lodging. The employee will be compensated a meal allowance of \$40.00 per day for each working day of the assignment. Management will provide transportation, on Company time, on the initial trip to and the last trip from the temporary reporting center in the form of a Company vehicle, public transportation, or a mileage allowance. When the employee's personal vehicle is used, the employee will be compensated a mileage allowance for round trip transportation on each interim weekend of the assignment; in such instances, the employee will travel on his/her own time.
- 10.4.2.5 If the temporary reporting center is more than sixty (60) miles from the employee's regular reporting center AND is outside the state of Illinois, reasonable board (or a meal allowance of \$40.00) and lodging with supervisory approval will be paid for each day of the assignment. No other per diem will be paid. Management will provide transportation, on Company time, on the initial trip to and the last trip from the temporary reporting center in the form of a Company vehicle, public transportation, or a mileage allowance. Employees on temporary work assignment outside the state will be permitted to return home at the end of each three (3) week period; in such instances, approved transportation expenses will be paid by the Company and the employee will travel on his/her own time.

- 10.4.2.6 All reference to miles shall mean the most direct and practical one-way highway distance to the temporary reporting location as determined by management.
 - 10.4.2.7 If the temporary reporting location is closer to the employee's home than his/her regular reporting location, the employee will not be paid per diem.
 - 10.4.2.8 Employees on per diem will travel on their own time (except as provided in 10.4.2.4 and 10.4.2.5, above) unless otherwise directed by management to move vehicles and equipment.
 - 10.4.2.9 For each day that an employee is assigned to a temporary reporting location more than sixty (60) miles from his/her regular reporting location, the employee shall be allowed to charge the Company one personal long-distance call of five (5) minute duration, terminating in the state of Illinois.
 - 10.4.2.10 Employees who receive lodging under 10.4.2.4 and 10.4.2.5, above, will be lodged in single room accommodations in clean, reputable hotels or motels.
- 10.4.3 The Company recognizes the undesirability of requiring employees to work extended hours without allowing them the opportunity to break periodically for meals and will strive to hold such occasions to a minimum. When an employee is required to work on a regular scheduled day, either three (3) hours or more beyond the employee's regular quitting time or eleven (11) or more consecutive hours, exclusive of lunch intermission (13 or more consecutive hours, exclusive of lunch intermission, for employees on 4-10s), the employee shall be eligible for a meal allowance of \$7.00. Should the work continue, the employee shall be eligible for a meal allowance at intervals of five (5) hours thereafter while the employee continues on the overtime assignments. An employee who is called out for overtime work on a nonscheduled day will be eligible for a meal allowance, only after having worked five (5) or more continuous hours on the call out overtime assignments and no intermission for lunch has been provided. Employees not permitted to leave the job site will be provided a meal allowance of \$7.00.

10.5 Inclement Weather

- 10.5.1 During the normal workday when the regular assigned work for employees engaged in outside plant work is discontinued because of weather which the supervisor determines as inclement, all employees affected may be assigned work under shelter. Management shall have the right to determine the type of work assignments under shelter.

10.6 Call-Out Time

- 10.6.1 When an employee is not notified of overtime work prior to being released from the employee's day's work, the hours worked outside the employee's normal schedule shall constitute a call-out, and the employee shall receive the following allowance:
 - 10.6.1.1 When an employee has been called out, all hours actually worked during the nonscheduled period shall be compensated at time and one-half (1 ½).
 - 10.6.1.2 An employee who is called out shall receive not less than two hours pay. When a call-out extends into a holiday or Sunday, the provisions of Sections 10.3.5.1 and 10.7.1.1 shall take precedence.
 - 10.6.1.3 When an employee is called out for the second and succeeding times within the same call-out period of two (2) hours on the same case of trouble, no additional call-out time will apply.
 - 10.6.1.4 The term "nonscheduled period" refers to hours worked which may extend to, but not into or beyond, the employee's regularly scheduled hours of work.
- 10.6.2 When called out on Sundays or holidays, the employee shall receive not less than two (2) hours at double (2) time.
- 10.6.3 When called out on a nonscheduled workday (except Sunday or holidays), the employee shall receive not less than two (2) hours at time and one-half (1 ½).
- 10.6.4 The work time allowed in the previous sections shall include a travel allowance of one-half (½) hour.
- 10.6.5 The call-out provision shall not apply to prearranged overtime as defined in Section 10.2.4.

10.7 Sunday Work

10.7.1 When Sunday is a regular scheduled day, such regular scheduled hours worked shall be compensated for at one and one-half (1 ½) times the employee's basic rate per hour.

10.7.1.1 Time worked on Sunday outside of the regular schedule shall be compensated for at two (2) times the basic rate per hour.

Article 11. Vacations

11.1 Employees eligible for three (3) weeks or more vacation may take one (1) week of their vacation one (1) full day at a time. Employees eligible for five (5) weeks' vacation may take one (1) additional week of their vacation one (1) full day at a time, subject to the following:

11.1.1 Employees must notify and receive approval from their supervisors at least ten (10) working days prior to a day of vacation. The supervisor may waive this requirement.

11.2 Subject to service requirements, vacations may be scheduled at any time during the calendar year. It is the responsibility of the first level supervisor and the majority of the employees in a work group to mutually agree to determine the vacation scheduling process. If a resolution cannot be reached, the vacation schedule or schedules will be established up to the first level supervisory responsibility area, dependent upon the demands of customer service levels.

11.2.1 For employees eligible for five (5) weeks' vacation, at least one of the five (5) weeks may not be taken during June, July, or August.

11.2.2 The term of vacation will be from the last scheduled day prior to the start of vacation to the first scheduled day following the scheduled vacation.

11.3 A vacation period for an employee which appears on an approved vacation schedule shall not be changed within 30 days of the start of vacation without mutual consent of the Company and the employee involved. "Start of vacation" shall be understood to mean the first vacation day on which the employee would have normally been scheduled to work.

11.4 In the case of part-time employees, vacation credit will be determined from the number of hours worked in the preceding twelve (12) months before vacation.

From the total number of hours worked, an average workweek will be determined; the employee's present rate of pay will then be applied to the average workweek for vacation pay.

- 11.5 A period of absence without service credit that commences during the preceding calendar year shall reduce the amount of vacation to which an employee is entitled during a current calendar year in which the employee is actively employed as follows:

Absent time in months which was deducted from the employee's accredited service	Percent (%) of vacation deducted
Six months or less	0%
Over 6 months to and including 7 months	60%
Over 7 months to and including 8 months	70%
Over 8 months to and including 9 months	80%
Over 9 months to and including 10 months	90%
Over 10 months	100%

- 11.6 The Company will make available the vacation weeks that may be scheduled for the coming year, to the employees by November 1 of each year. Employees will be required to select their vacations by December 31 of each year for the following calendar year vacations. Delay in making the vacation schedule available on November 1 will result in the December 31 date being extended by the number of work days the schedule was not available for bidding.
- 11.7 An additional day's pay or an additional day's vacation with pay immediately prior to the vacation period or another mutually agreed to day shall be given to an employee whenever a holiday or the day upon which it is observed falls during an employee's vacation on the employee's otherwise normally scheduled work day.

- 11.7.1 The employee shall decide, at the time the vacation schedule is completed, whether the employee wishes to receive an additional days' vacation with pay. However, the date of the additional day off, if other than the day prior to start of vacation, is subject to the approval of the supervisor. The selection of the specific day will take place immediately following the vacation selection process.

Article 12. Definitions

- 12.1 Part-time employee – An employee who is hired to work, or requests to work, part-time and is regularly scheduled to work less than a full workweek.
- 12.2 Regular employee – An employee who is capable of and available for full-time work.

- 12.3 Reporting Center – A physical location within an exchange to which the employee reports for work at the beginning of the workday, and/or which may be designated as an overnight parking facility for Company vehicles.
- 12.4 Reporting Exchange – The territory included within the Exchange Area Boundary as filed with the Illinois Commerce Commission, and to which the employee is permanently assigned.
- 12.5 State Area Crew – An equipment installation crew consisting of one or more employees with Bloomington as their designated reporting exchange.
 - 12.5.1 The total number of employees assigned in accordance with Company requirements to state area crews will not exceed twelve. Assignment to state area crews will be by volunteer, job bid, or new hire.
- 12.6 Temporary employee – An employee hired for a definite stated period of time, a particular project, or when replacing an employee absent due to disability under Article 14 or leave of absence, not to exceed six (6) consecutive months. The Union will agree to cooperate with the Company when unusual circumstances arise, and temporary employees are needed in excess of six (6) consecutive months.

ProResource Program: The Company hires retirees under its ProResource Program as temporary employees; the total duration of a ProResource temporary employee will not exceed six (6) cumulative months in a calendar year. Retirees hired under this program are generally hired to provide training to other employees, to utilize specialized skills or knowledge they possess, to cover increases in the workload which cannot be covered by the regular workforce during scheduled hours, to replace employees who are absent due to illness, disability, vacation, leave of absence, etc., and to cover other similar gaps caused by such things as new employees becoming qualified, a shortage of qualified personnel in the local labor market, or an unexpected and significant number of retirements or resignations over a relatively short period of time.

Temporary employees may work full or part-time.

- 12.7 Term Employee – An employee whose employment is intended to last longer than six (6) months but no longer than thirty-six (36) months, accumulates net credited service, and is entitled to all benefits provided to regular full-time employees with the exception of the Income Security Plan (ISP) and Termination Pay Allowance.

Term employees are hired with the understanding that they will remain in the same job title for the duration of their term of employment and are not eligible for the provisions outlined in Article 20 and Article 21.

Article 13. Seniority and Seniority Reciprocity

- 13.1 Seniority as defined herein shall prevail, provided qualifications and ability are sufficient, and shall apply to all employees in the Service, Construction, and Supply Departments who perform work within the scope of the work classifications covered herein.
- 13.2 Seniority shall include the sum total of all continuous employment time and time considered as continuous employment, as follows:
 - 13.2.1 All recognized seniority under the terms of any contract held on May 6, 2012, between either Frontier North Inc. or Frontier Communications of Illinois, Inc. and I.B.E.W., Local Unions 21, 51, and/or 702 which has substantially equivalent seniority reciprocity provisions to those contained herein. This seniority will be recognized at the time the individual enters this bargaining unit. If retired employees are rehired, seniority accrues from the date they re-enter the bargaining unit.
 - 13.2.2 All recognized seniority under the terms of any former Verizon contract held on May 6, 2012, by Frontier North Inc., Frontier Communications of the Northwest Inc., Frontier Communications of the Southwest Inc., or Frontier Communications of the Carolinas which has a reciprocal seniority agreement. This seniority will be recognized at the time the individual enters this bargaining unit. If retired employees are rehired, seniority accrues from the date they re-enter the bargaining unit.
 - 13.2.3 Approved Departmental Leave of Absence, which is any continuous absence without pay of more than seven (7) calendar days not exceeding one month.
 - 13.2.4 Approved Committee Leave of Absence which is any continuous absence without pay of over one month.
 - 13.2.5 Absence from work by Union representatives who are elected or appointed to a Union position as approved by the Regional Director-HR Services.
 - 13.2.6 Absence by reason of disability arising from job-connected injury.
 - 13.2.7 Active duty in the Armed Forces of the United States under conditions or reemployment rights as prescribed by law.

- 13.2.8 All nonproductive time for which wage payments are made.
- 13.2.9 Service by former employees of the Company or its predecessors as recognized under Article 13.3 of this Agreement.
- 13.2.10 Service with predecessor companies of Frontier North Inc. as recognized in accordance with service credit granted by the Employees' Benefit Committee. (However, as provided in Sections 13.2.1 and 13.2.2. above, when retired employees are rehired, seniority begins to accrue from the date they re-enter the bargaining unit.).
- 13.3 The seniority of employees who have been laid off due to lack of work or technological change shall be treated as follows:
 - 13.3.1 Upon reemployment by the Company, employees who had attained twelve (12) or more months of accredited service and who are engaged within twelve (12) months from the date of their layoff shall have their former record of continuous employment bridged.
- 13.4 Employees classified as Part-time shall accumulate seniority based on hours worked to a maximum of 2,080 hours to be figured annually.
- 13.5 Employees classified as temporary shall not accumulate seniority while so classified. If a temporary employee becomes a regular employee, the employee shall be given full seniority credit back to the employee's most recent (last) date of employment, provided the employee has been utilized on a full-time basis. If the employee has been utilized on a less than full time basis, the employee shall be credited with seniority as calculated for part time employees.
- 13.6 Seniority shall be considered as broken by:
 - 13.6.1 Discharge for cause.
 - 13.6.2 Resignation from the Company.
 - 13.6.3 Failure to return from leave of absence or extension thereof.
 - 13.6.4 A layoff due to lack of work for a period of more than twelve (12) months.
 - 13.6.5 Failure to return to work or to make satisfactory arrangements to do so after a layoff within 10 days after receipt of proper notification.

- 13.6.5.1 It shall be the responsibility of "laid off" employees to keep the Company notified of their current address.
- 13.6.6 Engaging in work for wages or profit while on leave of absence.
- 13.6.7 Failure to report for scheduled work or to notify their immediate supervisor of the reason therefore within a 24-hour period.
- 13.7 An employee's position on any wage progression schedule shall have no bearing on the employee's seniority date.
- 13.8 If the seniority date of two employees is equal, the seniority shall be determined by the alphabetical order of the employees' surnames and given names at the time of employment.
- 13.9 An employee's administrative service date shall have no bearing on the employee's seniority date.
- 13.10 Newly hired employees who have served a seven (7) calendar months' (as measured from date of the month to date of the month) probationary period with the Company and who are continued in the employ of the Company, shall immediately be credited with seven (7) months' seniority. During such probationary period, the Company may lay off and rehire such employees. Within the probationary period, employees may be transferred or discharged by the Company without the employees so affected having recourse to the adjustment of differences as outlined in Article 6 of this Agreement and arbitration as outlined in Article 7 of this Agreement. The seven (7) calendar month period referred to herein will be extended to compensate for the length of any absence in excess of five (5) consecutive work days which occurs during the probationary period.
- 13.11 Employees transferred or promoted outside the bargaining unit shall continue to accrue seniority for a period of one year following such transfer or pro-motion and will then retain all seniority accrued to that time.
- 13.12 Seniority can be exercised on:
 - 13.12.1 Selection of vacations as outlined in Article 11, Paragraph 11.2.
 - 13.12.2 Job bidding as described in Article 20.
 - 13.12.3 Layoffs and rehire after layoffs.
 - 13.12.4 Shift selection as outlined in Article 10.

Article 14. Short Term Disability

- 14.1 Regular Full-time Employees with one (1) or more year(s) of service shall be allowed Short Term Disability payments at the employee's basic rates of pay for scheduled working days absent from duty when incapacitated by illness or physical injury (not compensable under Worker's Compensation Act).

Short Term Disability benefits will be in accordance with the following schedule:

<u>Length of Service (in years)</u>	<u>Payments Start On (scheduled Workday)</u>	<u>Length of Benefit</u>	
		<u>Weeks of Full Pay</u>	<u>Weeks of Half Pay</u>
1 but less than 5	4 th	4	13
5 but less than 10	3 rd	13	13
10 but less than 15	2 nd	13	13
15 but less than 20	2 nd	20	6
20 years +	1 st	26	0

- 14.1.1 Re-hired employees are not eligible for Short Term Disability benefits until after 1,000 hours of continuous employment, when the re-hired employee's record of employment is bridged. At such time, the employee will be entitled to apply his/her new administrative service date to determine the employee's eligibility for Short Term Disability benefits under the schedule(s) in Section 14.1.
- 14.2 Eligibility for Short Term Disability benefits shall begin on the scheduled Workday provided for in Section 14.1, except under the following circumstances:
- 14.2.1 The Short-Term Disability waiting period under Section 14.1 (column labeled "Payments Start On") will be waived and eligibility for Short Term Disability benefits will start on the 1st scheduled Workday of absence if the employee:
- A. has not been absent due to personal illness or injury in the preceding period of fifty-two (52) weeks; or,
 - B. is hospitalized; or,
 - C. has a surgical procedure performed in an outpatient surgical facility or hospital.

- 14.2.2 If an employee has received Short Term Disability Benefits for any period and/or has served the Short Term Disability waiting period, and the employee is again absent on account of sickness within two (2) calendar weeks after the termination of such period, the two (2) periods shall be connected together and any approved Short Term Disability benefits on account of such further sickness shall begin on the first (1st) scheduled Workday of such absence.
- 14.3 Successive periods of Short Term Disability shall be counted together as one (1) period in computing the period during which the employee shall be entitled to the Short Term Disability benefits provided for under Section 14.1, except that any sickness or injury occurring after an employee has been continuously engaged in the performance of duty for thirteen (13) weeks shall be considered as a new sickness or injury and not as part of any disability which preceded such period of thirteen (13) weeks.
 - 14.3.1 Any absence due to personal illness or injury will interrupt this thirteen (13) week restoration period.
- 14.4 An employee's length of service as of the first day of absence determines the length of the waiting period (column labeled "Payments Start On") and the length of time for which benefits will be paid during that absence.
- 14.5 Pay for the purpose of determining Short Term Disability benefits shall be computed at the employee's basic wage rate (not including differentials, premiums, or overtime).
- 14.6 An employee who is required to be absent from work or who finds it necessary to leave work due to illness will be required to report to the employee's immediate supervisor at the beginning of such absence.
 - 14.6.1 An employee who is qualified for Short Term Disability benefits and who is required to leave work due to illness shall be paid only for hours worked. The balance of the day shall be credited toward the waiting period.
- 14.7 Employees with absence beyond three (3) consecutive scheduled workdays must immediately file for Short Term Disability benefits with the Short-Term Disability Administrator. Failure to do so may result in denial of Short-Term Disability benefits. "Qualified physician" for the purposes of Short-Term Disability benefits shall be construed to mean Medical Doctors, Doctors of Osteopathy, Podiatrists (DPM), Chiropractors, and Doctors of Dental Surgery.
- 14.8 Holidays which fall during a Short-Term Disability period shall be counted as a day of Short-Term Disability as set forth in Section 14.1.

- 14.9 Short Term Disability Benefits will not be granted to an employee after the employee has commenced a vacation or a leave of absence.
- 14.9.1 An employee who becomes ill or injured during a paid vacation period and is unable to return to work on the date scheduled shall be entitled to Short-Term Disability benefits, provided the employee is eligible under Article 14. In such a case, the date on which the employee was scheduled to return to work shall be considered as the first (1st) scheduled Workday of absence due to Short-Term Disability.
- 14.10 Short-Term Disability Benefits will not be paid to an employee who refuses other work which the employee is capable of performing within the Company.
- 14.11 Short-Term Disability Benefits will not be allowed in cases where illness results from personal injury arising from participation in other gainful occupations.
- 14.12 No rights to benefits under this Article shall exist in the case of disability for work time lost for mental and/or emotional illness, drug addiction/use, and/or alcoholism (with the exception of hospitalization and/or intensive out-patient therapy) unless the determination for disability is made by a licensed psychiatrist.
- 14.13 When an employee's Short-Term Disability benefits under this plan are due to an injury caused by the negligence of a third party, then, the employee shall reimburse the Company to the amount of Short-Term Disability benefits received under this plan in those cases where recovery is made from a third party. The amount of reimbursement shall not be greater than the amount received in settlement for lost wages less reasonable and necessary expenditures in effecting such recovery. In addition, the benefit plan excludes or provides a reduction of payments when the employee also receives payment under No-Fault Auto Insurance mandated by government statute; local, state, or federal. When an employee receives such payments, Short-Term Disability benefits from the Company would be the difference between the government mandated insurance payments and the employee's Short-Term Disability benefits payments, if any.
- 14.14 When Short-Term Disability benefits are exhausted and an employee is unable to return to work, the employee may apply for:
- 14.14.1 Long-Term Disability Benefits as specified in MIFA #2 Article 6 and the MIFA #2 Supplemental Long-Term Disability Benefits MOA (which expire on May 11, 2024); and/or,
- 14.14.2 A leave of absence to maintain his or her employment; or,

- 14.14.3 A Disability Pension (provided the employee participates in the Plan for Hourly Employees' Pensions).

Article 15. Worker's Compensation Supplement

- 15.1 In the case of a necessary absence due to a physical disability resulting from a compensable injury while on the job, the Company will pay employees 80% of the employee's basic wage rate at the time of the accident minus the Worker's Compensation payment, as long as the employee receives Worker's Compensation payments not to exceed 64 weeks.

Article 16. Miscellaneous Provisions

- 16.1 Employees who are required to perform jury duty shall be paid the difference between their basic pay and the amount received for the performance of jury duty.
- 16.1.1 Employees engaged in jury duty shall, while temporarily excused from attendance in court, report for duty during their scheduled tour.
- 16.2 The Company will try to notify employees selected for a training school at least two (2) weeks prior to the start of the school. It is understood that situations may arise when it may not be possible for the Company to give such notice.
- 16.3 Employees with considerable Company service who become partially disabled will have their performance reviewed by the Regional Director-HR Services and/or the designated representative. When a change in assignment or wage rate would become necessary, the Company shall consult with the Business Manager and/or the designated representative of the local Union on the proposed assignment. When a change in assignment or wage rate is necessary to maintain the employee in the employ of the Company, the assignment shall override the normal seniority provision of this Agreement.
- 16.4 The Union shall have a bulletin board or shall have bulletin board space designated for its use on the premises of the Company. It is understood to be desirable that preferred location be given to such board, or to such space, and the matter will be worked out promptly to the mutual satisfaction of the Company and the Union.
- 16.5 When an employee is necessitated to be absent from duty due to a death occurring in the employee's immediate family, the employee will be entitled to absent pay up to three otherwise normally scheduled workdays provided circumstances require that amount of absent time.

The burden of proof will be on the employee. "Immediate family" shall be interpreted to include grandfather, grandmother, great grandfather, great grandmother, mother, father, sister, brother, husband, wife, children, grandchildren, father-in-law, mother-in-law, stepmother, stepfather, and stepchildren. Other close relatives living in the employee's own household will also be considered as immediate family.

16.5.1 Should a death in an employee's immediate family, as defined above, occur during an employee's scheduled vacation, the employee will, upon request, be placed on bereavement leave. If the scheduled vacation time and the bereavement period coincide, employees may choose to take any of the remaining scheduled vacation time on their scheduled work day(s) that immediately follow the end of the bereavement leave, or subject to the applicable contract provisions on rescheduling vacation, may reschedule that time at a later date.

16.6 When it is mutually agreed by the Company and the employee that the employee will operate the employee's personal vehicle on Company business, the Company shall reimburse said employee a mileage allowance in accordance with the I.R.S. standard mileage rate that is in effect at the actual time of travel for all miles so driven.

16.7 Tools - The Company will furnish, without cost to the employees, all tools necessary for the performance of their duties.

Employees will be responsible for the proper use and care of tools furnished by the Company and will be held accountable for tools assigned to them. Employees will not be held accountable if lost or stolen due to Company's failure to provide a secure place for storage.

Tools furnished to employees by the Company which become broken or worn out will be replaced by the Company upon presentation of the broken or worn-out tools.

The Company may inspect tools at any time and shall condemn from further use any tool which is found to be unsafe and will arrange for repairs to any tool which is inoperable or malfunctioning.

16.8 Employees absent from their duties to appear in court as a witness, under subpoena, shall be allowed a maximum of one day's absence with pay if they are not involved in the case in a manner discreditable to themselves or the Company. Payment shall be at the basic rate of pay for all hours the employee is required to be absent up to a maximum of eight (8) hours.

Article 17. Safety Practices

- 17.1 The Company will make every reasonable effort to provide employees with safe working conditions and the Union will lend its full support and encouragement to the practice of safety by employees.
- 17.2 When there is a reasonable question that the physical condition of an employee would endanger the safety or health of that employee or other Company employees, the Company shall have the right to request such employee to undergo a physical examination(s) at the Company's expense to obtain a competent medical opinion.

Should a change in job duties be necessary as a result of the competent medical opinion, Section 16.3 of this Contract would be used in applicable cases.

Article 18. Contract For Work

- 18.1 Nothing in this Agreement shall be construed to limit the right of the Company to employ contract labor to do work normally and usually performed by employees covered by this Agreement for the proper construction, installation, and maintenance of facilities owned, served and/or operated by the Company for the rendition of proper communication service to the public.

The Company will not enter into any contractual arrangement for the construction, installation, or maintenance of such facilities as may result in the layoff or part-timing of the employees customarily performing work of the same nature as that to be performed under the contractual arrangement.

- 18.2 When the Company has contractors performing work that usually would be assigned to Company construction employees, and which therefore causes the assignment of construction employees to an area within the Division boundary, but beyond 30 miles from the Reporting Exchange, a per diem of \$2.40 shall be paid in addition to the applicable reimbursement under Section 10.4.2 of this Agreement. Company employees eligible under this section will not exceed a number greater than one larger than the number of contractors.

- 18.2.1 The distance above shall be determined as follows:

One way distance between the urban area of the designated reporting exchange and the urban area of the exchange of temporary assignment, as measured on the current Illinois Official Highway Map.

- 18.2.2 For purposes of Section 18.2, Construction employees are defined as Senior Construction Technicians, Cable Splicers' Helpers, and Equipment Installers.
- 18.2.3 The Division boundary limitation specified in Section 18.2 shall not apply when employees volunteer for work assignments outside the Division or for employees in classifications defined in Article 12.5.
- 18.3 The Company will employ contractors who provide their employees with wage and benefits packages that are at least equal in value to the top wage rate of the applicable wage classification in this Agreement. Additional details concerning this provision can be found in the Contracting (Interpretation of Article 18, Section 18.3) Memorandum of Agreement, which expires on May 11, 2024.

Article 19. Wage Administration

- 19.1 Employees are grouped for wage purposes by job classifications as indicated by the attached wage schedules. These wage schedules indicate the intervals at which employees covered hereby will be considered for wage increases and basic wage rates for given length of service. The basic hourly wage rate assigned to each employee shall be determined by the following:
 - 19.1.1 Job classification.
 - 19.1.2 Attendance, punctuality, application, and conduct as well as the quantity and quality of the employee's work.
 - 19.1.3 Period of service since the last merited progression increase or nonscheduled merit increase. In the case of part time employees, such period of service shall be in accordance with Article 13, Section 13.5
- 19.2 It is recognized that cases may arise where it would be advisable for the Company to grant increases at shorter intervals than shown on the guide for those employees who are making exceptional progress or to grant increases at longer intervals than shown on the guide for those employees who are not making satisfactory progress.
 - 19.2.1 When an increase is to be withheld, the employee, the employee's steward or stewardess, and the employee's Business Manager shall be notified no later than one (1) week prior to the scheduled date by the employee's immediate supervisor of the reason for such action.

- 19.3 An employee may be temporarily assigned to perform work in a classification other than the employee's own. When such assignment is made to a higher rated classification for a period of two (2) continuous hours or more the employee shall be paid the next higher wage rate that appears on the wage schedule for the higher rated classification, or a differential of \$.10 per hour, whichever is greater.
- 19.3.1 No single temporary assignment may exceed six (6) months except when the purpose of such assignment is to replace an employee absent due to disability or leave of absence.
- 19.4 When an employee is reclassified from a higher to a lower rate job classification such employee at the time of reclassification shall be reduced to the next lower wage step in the lower rate classification if the employee had previously received a wage reclassification increase. However, any employee whose prior wage rate exceeded the maximum rate for the lower rate job classification shall be reduced to the maximum rate for the lower wage job classification.
- 19.5 Differentials and Premiums.
- 19.5.1 A \$1.25 per hour premium will be paid to employees for scheduled hours worked between 10:00 P.M. and 6:00 A.M.
- 19.5.2 A \$1.00 per hour differential will apply to hours worked by any employee during the time the employee is temporarily assigned to the conducting of classes for training purposes.
- 19.5.3 An employee designated as in charge for supervisory purposes for a minimum of one (1) hour will receive a differential of \$1.00 per hour for all hours so worked. It is understood employees receiving this differential are responsible for their normal activities and the additional temporary supervisory administrative duties assigned.
- 19.5.4 A Storekeeper assigned to operate a Semi Tractor-Trailer Supply Truck for a period of two (2) continuous hours or more shall be paid a differential of \$1.00 per hour for all hours so worked.

Article 20. Job Promotions

- 20.1 For the purpose of job bidding/transfer within the Service, Construction, and Supply Departments, a procedure shall be established whereby employees shall be given the opportunity to apply for transfer to newly created positions or positions in which vacancies occur. The Company will provide the Union weekly notification of positions.

Positions will be posted for a minimum of 6 business days for the employees to have the opportunity to bid/transfer.

20.1.1 Employees who successfully bid/transfer as a result of Article 20, who are required to move their residence to the exchange area shall receive a \$2,500 moving allowance in lieu of all other expenses. Such moving allowance shall not be paid more than once in any twelve (12) month period.

20.1.1.1 Employees who elect to move their residence outside the exchange area and within a radius of thirty-five (35) miles from the designated reporting center, shall not receive the moving allowance.

20.2 Each employee who has served in their present classification and location, in accordance with the time in grade listed in Section 20.2.3, may submit a bid/transfer request for vacancies made available by use of the notification process referred to in Article 20, Section 20.5. Such bid/transfer requests will be submitted on forms designed for this purpose and obtained from the employees' immediate supervisor. Copies of bid/transfer requests shall be furnished to the Business Manager of each local Union by the employee.

20.2.1 Employees requesting bids/transfers must possess the necessary ability, aptitude, and physical coordination to properly perform the duties of the vacant position.

20.2.2 In determining the employee who will be selected to fill the vacancy, if more than one employee meets the qualifications for the job, seniority will govern.

20.2.3 Employees, who have transferred under Section 20.2, or new hires, shall not be eligible to submit bids/transfers for another position, except as service conditions allow, until the employee has performed in the employee's new assignment as follows:

P4 and below classifications – 12 months
P5 and above classifications – 18 months

20.3 When an employee successfully bids/transfers to a higher rated job in accordance with Article 20, the employee shall be paid the next higher wage rate that appears on the wage schedule for the higher rated job. Employees moving to a job in a lower wage level will be paid at the next lower wage rate that appears on the wage schedule for the lower rated job. Successful bidders/transfers not allowed to assume their new assignment within thirty (30) calendar days will be reclassified by the 30th day for wage purposes only.

- 20.3.1 If at any time during the specified period identified below it is shown that the employee that successfully bid/transferred does not have the aptitude or ability to meet the requirements of the new job, the employee shall be returned to the employee's former classification, and location, if available.

Cable Splicer's Helper, Collector/Maintainer, Courier, Dispatch Associate, Facility Projects Associate, Facility Provisioning Specialist, Public Access Sales Technician, Shop Repairer, Storekeeper...12 Months.

Customer Engineer-Data Applications, Equipment Installer, Facility Technician-Projects, Facility Technician-Test, Fiber Network Field Technician, Network Technician, Sales and Service Technician I, Sales and Service Technician II, Senior Construction Technician...18 Months

- 20.3.2 The month and date of wage review for employees at less than the maximum rate shall not be changed as a result of a promotion under this article. An employee at maximum rate in the employee's present classification who is to receive less than the maximum rate in the new assignment will ordinarily be scheduled for wage review six (6) months from date of promotion and at intervals of six (6) months thereafter until reaching maximum rate.
- 20.4 Employees who have bid/transferred to new positions under this Article and have been unable to qualify shall not be eligible to submit another bid/transfer request for another job for a period of six (6) months.
- 20.5 The Company will utilize a process that will ensure access to information concerning the availability of jobs for employees covered by this Agreement.
- 20.6 In the absence of eligible bidders/transferrers, management may elect to fill such vacancy by appointment.
- 20.7 It shall be the responsibility of the employee to be aware of job vacancies made available through the use of Article 20, Section 20.5.
- 20.8 Management may elect, without making available for bids/transfers under Article 20, to fill a vacancy with: 1) an employee returning from leave of absence; 2) by reemployment of a laid-off employee, or transfer of another employee to prevent the employee's layoff; 3) by reclassifying an employee who is incapable of properly performing the employee's present job assignment, or who requests a downward transfer.

- 20.8.1 Management may not so elect where the vacancy is in a classification rated higher than that currently held or last held by the candidate.
- 20.9 It is recognized that situations may arise where service requirements, as determined by the Company, necessitate filling a job vacancy with an employee already trained for the job. In such cases, the vacancy will be filled by the use of Section 20.2. If no qualified candidates are available as determined by the Company under Section 20.2, the vacancy will be filled by the Company optionally by the use of Section 20.10, 20.11, or by a new hire, or by other means as may be required by the force requirements or to obtain necessary qualifications.
- 20.10 In accordance with seniority, the Company shall have the right to reassign employees voluntarily within the same job classification to fill a job opening. Refusal of an employee to voluntarily accept reassignment within the same job classification shall not deprive that employee of future opportunity for advancement.
- 20.10.1 Employees reassigned in accordance with Section 20.10 will assume the cost of their moving expense.
- 20.11 When Article 20, Section 20.10 is utilized to fill a vacancy, and there are no qualified volunteers, the Company has the right to involuntarily reassign an employee to fill the vacancy. The employee so reassigned shall be the qualified employee at the selected location who has the least seniority. In the event that an employee refuses a transfer for the purpose of maintaining continuous employment, such employee will be laid off.
- 20.11.1 Employees reassigned in accordance with Section 20.11 will have their moving expenses paid for by the Company.
- 20.12 An employee from another Frontier bargaining unit who fills a job after the provisions of this Article have been exhausted will have his or her prior accredited service recognized solely for purposes of satisfying any eligibility, waiting period, or vesting requirements under the following benefit plans and/or Agreement provisions, but only to the extent an employee and/or his or her dependents are eligible for such coverage under both the terms of those plans (if there is an applicable plan) and this Agreement:
- a) Flexible Spending Account (FSA) (MIFA # 2 Flexible Spending Account Plan MOA)
 - b) Health & Basic Life Insurance Benefits (MIFA # 2 Article 7)
 - c) Long Term Disability (LTD) (MIFA # 2 Article 6 and Supplemental Long Term Disability MOA)

- d) Personal Days (Article 10, Section 10.3) and Vacations (Article 11), reduced by the amount of vacation or similar paid time off taken in the calendar year in which the employee enters into this bargaining unit
- e) Short Term Disability (Article 14)
- f) Supplemental Term Life Insurance (MIFA # 2 Supplemental Term Life Insurance Plan MOA)

20.12.1 For any purpose related to an employee benefit plan or employee benefits that is not specifically addressed in this Section 20.12, an employee's accredited service or term of employment shall be determined solely pursuant to and in accord with the terms of the applicable benefit plan; if the terms of the applicable benefit plan do not address the subject, an employee's accredited service or term of employment shall be the date on which the employee started employment under this collective bargaining agreement.

20.12.2 For purposes of any severance program or termination allowance, an employee's accredited service or term of employment shall be the date on which the employee started employment under this collective bargaining agreement.

Article 21. Force Adjustments

NOTE: If mutually agreeable, the Company and the Union will meet and discuss a plan for the reduction of the workforce. If no plan can be agreed upon during these discussions the provisions outlined in the remainder of this Article shall apply.

21.1 When the Company determines that conditions warrant the part-timing or lay-off of employees in a reporting exchange, Temporary, Term and Part-time employees will be laid off first prior to part-timing or layoff of Regular employees performing the same kind of work in which the force adjustment is required.

21.1.1 Layoff of Regular employees shall be accomplished as follows:

21.1.2 Employees will be laid off and/or part-timed in the inverse order of seniority.

21.1.3 Employees who are to be laid off under this section may exercise their seniority in the following manner:

21.1.3.1 Regular employees identified as force surplus will have bumping privileges within the same classification (job title) or to a formerly held classification in the same or lower wage schedule; to any job for which they possess the necessary ability, aptitude, and physical coordination or to any job in the P4 or below schedules as long as it does not result in promotion. Employees bumping into a classification (P5 and above) they have not previously held will be required to pass any additional tests applicable to those jobs. Employees must be capable of performing the job after a brief familiarization period not to exceed thirty (30) calendar days.

21.1.3.2 Employees who are bumped into a job classification two (2) or more wage schedules lower, with less than ten (10) years of accredited service, effective with the date of reclassification, will have their basic wages reduced by $\frac{1}{4}$ at each six (6) week interval until their wage rates are reduced to the appropriate step/interval of the new wage schedule (18-week period).

Employees who are bumped into a job classification two (2) or more wage schedules lower, with ten (10) or more years of accredited service, effective with the date of reclassification, will have their basic wages reduced by $\frac{1}{4}$ at each twelve (12) week interval until their wage rates are reduced to the appropriate step/interval of the new wage schedule (36-week period).

21.2 Expenses associated with relocation under this Article shall be borne by the employee, except that the employee shall suffer no loss of regular pay for reasonable time off in connection with such relocation.

21.3 Recall after layoff of Regular employees shall be in the reverse order of layoffs, provided the employee has kept the Company informed of any change in address, is capable of performing the job available at the time of recall, has been approved by a Company physician for reemployment, and the period of layoff has not exceeded twelve (12) months.

21.3.1 It shall be the responsibility of "laid off" employees to keep the Company notified of their current address.

Notification of recall shall be sent by registered mail to the latest address as furnished by the employee with a copy furnished to the Union.

An employee so recalled must indicate acceptance of, and be available for, reemployment within two (2) weeks after receipt of the notice of recall or forfeit all rights under this Article. Recall rights shall not be lost unless recall is to the employee's former Division.

- 21.4 An employee who claims a job in another classification due to a layoff shall be placed in the same position on the wage progression schedule for the job claimed as the employee occupied on the wage progression schedule for the employee's former job.
- 21.5 When an employee is forced to vacate the employee's original position due to a reduction in forces and a vacancy subsequently occurs within 12 months, in the employee's former classification and location, such employee will be entitled to that vacancy at that location before such vacancy is posted for bid under Article 20. Any moving expenses would be borne by the employee.
- 21.5.1 The employee bumped from the vacant job most recently will have the first recall rights back to that classification and location. An employee who declines to exercise their recall rights will forfeit further recall rights to that classification and location. The employees filling vacancies through the recall procedure will be returned to the same wage step as they held when they were bumped from that job. However, the employee will not receive a lower rate of pay in a higher classification than the employee received while in the lower classification. The total time limited for recall rights outlined in Section 21.5 will extend for a time period not to exceed twelve (12) months from the date of displacement from the original position. Recall opportunities extended to employees for the original jobs will cancel any subsequent recall rights.

Article 22. Deductions For Union Membership Dues

- 22.1 The Company agrees to make monthly collection of an amount equal to the dues (not including initiation fees, fines or special assessments) for any Plant Department employee submitting a signed payroll deduction authorization form to the Company, and to pay over to each Local the total amount thus deducted for all such employees, together with a list of the names of the individuals from whom the deductions were made.
- 22.2 Collection of Union dues by payroll deduction for any Plant employee will proceed only on the basis of specific written authorization signed by the individual employee and delivered to the Company.

Such written authorization shall be on a form acceptable to the Company and will continue in effect only during such periods as this Agreement or extensions thereof are in effect and the authorization remains un-revoked by the employee.

- 22.3 Where an employee receives insufficient pay or benefit payments during the monthly dues deduction period, no deduction for Union dues will be made.
- 22.4 Should errors occur either through failure to begin deduction of the dues or to cease deductions, corrections will be made as of the date such errors are discovered without retroactive payments or deductions one way or the other.
- 22.5 If an employee is transferred or promoted on a permanent basis to an employment status exempt from the provisions of this Agreement, the Company will discontinue immediately the deduction of Union dues and will notify the employee that the employee's new job classification does not come within the provisions of the Agreement.
- 22.6 The Union agrees that the Company assumes no responsibility in connection with deduction of dues except that of forwarding money deducted as set forth in this Article 22.

Exhibit A

Section 1 – Wage Schedules

- 1.1 The rates of pay outlined herein shall apply in accordance with Article 19 to the employees of the Service, Construction, and Supply Departments who are assigned to work under the job title classification listed as follows:

Classifications/Titles

P1 – Utility Worker

P2 – Dispatch Associate (Group 2 only – see Exhibit A, Section 2)

P2B – Dispatch Associate (Group 1 only – see Exhibit A, Section 2)

P3 – Courier

Collector/Maintainer

Facility Projects Associate

Facility Provisioning Specialist

Public Access Sales Technician

Shop Repairer

P4 – Storekeeper

Cable Splicer's Helper

P5 – Facility Technician – Projects

Facility Technician – Test

Fiber Network Field Technician

Sales and Service Technician II

Senior Construction Technician

Tractor – Trailer Driver

P5A – Facility Technician – Assignment

Note: Wage rates for P5A are the same as the rates for P5

P6 – Equipment Installer

Network Technician

Sales and Service Technician I

P8 – Customer Engineer-Data Applications

Exhibit A**Wage Schedule P1**

Interval	Current Rate	2.00% GWI Effective 5/10/2020	2.00% GWI Effective 5/9/2021	2.00% GWI Effective 5/8/2022	2.00% GWI Effective 5/7/2023
Start	\$10.67	\$10.88	\$11.10	\$11.32	\$11.55
6 Mo.	\$11.55	\$11.78	\$12.02	\$12.26	\$12.50
12 Mo.	\$12.54	\$12.79	\$13.05	\$13.31	\$13.58
18 Mo.	\$13.59	\$13.86	\$14.13	\$14.42	\$14.71
24 Mo.	\$14.72	\$15.01	\$15.31	\$15.62	\$15.93
30 Mo.	\$15.95	\$16.27	\$16.59	\$16.92	\$17.26
36 Mo.	\$17.28	\$17.63	\$17.98	\$18.34	\$18.71
42 Mo.	\$18.71	\$19.08	\$19.46	\$19.85	\$20.25
Top	\$20.30	\$20.70	\$21.12	\$21.54	\$21.97

Job Title(s): Utility Worker

Wage Schedule P2

Interval	Current Rate	2.00% GWI Effective 5/10/2020	2.00% GWI Effective 5/9/2021	2.00% GWI Effective 5/8/2022	2.00% GWI Effective 5/7/2023
Start	\$11.18	\$11.41	\$11.63	\$11.87	\$12.10
6 Mo.	\$12.18	\$12.43	\$12.67	\$12.93	\$13.19
12 Mo.	\$13.27	\$13.54	\$13.81	\$14.08	\$14.36
18 Mo.	\$14.47	\$14.76	\$15.05	\$15.35	\$15.66
24 Mo.	\$15.79	\$16.11	\$16.43	\$16.76	\$17.10
30 Mo.	\$17.23	\$17.57	\$17.93	\$18.28	\$18.65
36 Mo.	\$18.79	\$19.16	\$19.54	\$19.94	\$20.33
42 Mo.	\$20.48	\$20.89	\$21.31	\$21.74	\$22.17
Top	\$22.34	\$22.79	\$23.24	\$23.71	\$24.18

Job Title(s): Dispatch Associate - Group 2

Exhibit A**Wage Schedule P2B**

Interval	Current Rate	2.00%	2.00%	2.00%	2.00%
		GWI	GWI	GWI	GWI
		Effective 5/10/2020	Effective 5/9/2021	Effective 5/8/2022	Effective 5/7/2023
Start	\$12.81	\$13.07	\$13.33	\$13.60	\$13.87
6 Mo.	\$13.97	\$14.25	\$14.53	\$14.82	\$15.12
12 Mo.	\$15.24	\$15.54	\$15.85	\$16.17	\$16.50
18 Mo.	\$16.60	\$16.93	\$17.27	\$17.61	\$17.97
24 Mo.	\$18.10	\$18.46	\$18.83	\$19.21	\$19.59
30 Mo.	\$19.72	\$20.12	\$20.52	\$20.93	\$21.35
36 Mo.	\$21.49	\$21.92	\$22.36	\$22.81	\$23.27
42 Mo.	\$23.41	\$23.88	\$24.35	\$24.84	\$25.34
Top	\$25.65	\$26.16	\$26.69	\$27.22	\$27.76

Job Title(s): Dispatch Associate - Group 1

Wage Schedule P3

Interval	Current Rate	2.00%	2.00%	2.00%	2.00%
		GWI	GWI	GWI	GWI
		Effective 5/10/2020	Effective 5/9/2021	Effective 5/8/2022	Effective 5/7/2023
Start	\$13.86	\$14.13	\$14.42	\$14.71	\$15.00
6 Mo.	\$15.10	\$15.40	\$15.71	\$16.02	\$16.34
12 Mo.	\$16.47	\$16.80	\$17.13	\$17.48	\$17.83
18 Mo.	\$17.96	\$18.32	\$18.68	\$19.06	\$19.44
24 Mo.	\$19.58	\$19.97	\$20.37	\$20.78	\$21.19
30 Mo.	\$21.37	\$21.80	\$22.24	\$22.68	\$23.14
36 Mo.	\$23.29	\$23.75	\$24.23	\$24.71	\$25.21
42 Mo.	\$25.41	\$25.92	\$26.44	\$26.96	\$27.50
Top	\$27.69	\$28.25	\$28.81	\$29.39	\$29.98

Job Title(s): Collector/Maintainer, Courier, Facility project Associate, Facility Provisioning Specialist, Public Access Sales Technician, Shop Repairer

Exhibit A**Wage Schedule P4**

Interval	Current Rate	2.00%	2.00%	2.00%	2.00%
		GWI	GWI	GWI	GWI
		Effective	Effective	Effective	Effective
		5/10/2020	5/9/2021	5/8/2022	5/7/2023
Start	\$14.74	\$15.03	\$15.33	\$15.64	\$15.95
6 Mo.	\$16.08	\$16.40	\$16.73	\$17.06	\$17.40
12 Mo.	\$17.52	\$17.87	\$18.23	\$18.60	\$18.97
18 Mo.	\$19.12	\$19.50	\$19.89	\$20.29	\$20.70
24 Mo.	\$20.84	\$21.26	\$21.68	\$22.12	\$22.56
30 Mo.	\$22.74	\$23.20	\$23.66	\$24.14	\$24.62
36 Mo.	\$24.80	\$25.30	\$25.80	\$26.32	\$26.84
42 Mo.	\$27.04	\$27.58	\$28.13	\$28.70	\$29.27
Top	\$29.50	\$30.09	\$30.69	\$31.31	\$31.93

Job Title(s): Cable Splicer's Helper, Storekeeper

Wage Schedule P5 & P5A

Interval	Current Rate	2.00%	2.00%	2.00%	2.00%
		GWI	GWI	GWI	GWI
		Effective	Effective	Effective	Effective
		5/10/2020	5/9/2021	5/8/2022	5/7/2023
Start	\$16.53	\$16.86	\$17.20	\$17.55	\$17.90
6 Mo.	\$18.03	\$18.40	\$18.76	\$19.14	\$19.52
12 Mo.	\$19.64	\$20.04	\$20.44	\$20.85	\$21.26
18 Mo.	\$21.44	\$21.87	\$22.31	\$22.75	\$23.21
24 Mo.	\$23.40	\$23.87	\$24.34	\$24.83	\$25.33
30 Mo.	\$25.51	\$26.02	\$26.54	\$27.07	\$27.61
36 Mo.	\$27.84	\$28.39	\$28.96	\$29.54	\$30.13
42 Mo.	\$30.30	\$30.91	\$31.53	\$32.16	\$32.80
Top	\$33.06	\$33.72	\$34.39	\$35.08	\$35.78

Job Title(s): (P5)- Facility Technician - Projects, Facility Technician -Test, Fiber Network Field Technician, Sales and Service Technician II, Senior Construction Technician, Tractor Trailer Driver, (P5A) - Facility Technician - Assignment

Exhibit A**Wage Schedule P6, P7, & P7A**

Interval	Current Rate	2.00%	2.00%	2.00%	2.00%
		GWI	GWI	GWI	GWI
		Effective	Effective	Effective	Effective
		5/10/2020	5/9/2021	5/8/2022	5/7/2023
Start	\$17.51	\$17.86	\$18.22	\$18.58	\$18.95
6 Mo.	\$19.11	\$19.49	\$19.88	\$20.28	\$20.69
12 Mo.	\$20.83	\$21.25	\$21.67	\$22.10	\$22.55
18 Mo.	\$22.72	\$23.17	\$23.64	\$24.11	\$24.59
24 Mo.	\$24.78	\$25.28	\$25.78	\$26.30	\$26.82
30 Mo.	\$26.99	\$27.53	\$28.08	\$28.64	\$29.21
36 Mo.	\$29.47	\$30.06	\$30.66	\$31.27	\$31.90
42 Mo.	\$32.12	\$32.76	\$33.42	\$34.09	\$34.77
Top	\$35.04	\$35.74	\$36.46	\$37.18	\$37.93

Job Title(s): (P6) - Sales and Service Technician I, Network Technician, Equipment Installer;

Wage Schedule P8

Interval	Current Rate	2.00%	2.00%	2.00%	2.00%
		GWI	GWI	GWI	GWI
		Effective	Effective	Effective	Effective
		5/10/2020	5/9/2021	5/8/2022	5/7/2023
Start	\$19.39	\$19.78	\$20.18	\$20.58	\$20.99
6 Mo.	\$21.13	\$21.56	\$21.99	\$22.43	\$22.88
12 Mo.	\$23.07	\$23.53	\$24.00	\$24.48	\$24.97
18 Mo.	\$25.14	\$25.64	\$26.15	\$26.68	\$27.21
24 Mo.	\$27.41	\$27.96	\$28.52	\$29.09	\$29.67
30 Mo.	\$29.92	\$30.52	\$31.13	\$31.76	\$32.39
36 Mo.	\$32.62	\$33.27	\$33.94	\$34.62	\$35.31
42 Mo.	\$35.57	\$36.28	\$37.01	\$37.75	\$38.50
Top	\$38.79	\$39.56	\$40.36	\$41.16	\$41.99

Job Title(s): Customer Engineer - Data Applications

Exhibit A

Section 2 – Dispatch Associate

- 2.1 Effective April 19, 2013, the Dispatch Clerk, Lead Dispatch Clerk, and Special Services Clerk classifications will be combined into a single classification and re-named to “Dispatch Associate.”
- a. All existing Lead Dispatch Clerks hired into the Lead Dispatch Clerk classification prior to April 19, 2013 will be re-titled Dispatch Associate – Group 1 and will remain on wage schedule P2B.
 - b. All existing Dispatch Clerks hired into the Dispatch Clerk classification prior to April 19, 2013, will be re-titled to Dispatch Associate – Group 1 and will be upgraded from wage schedule P2 to wage schedule P2B.
 - c. New and existing employees hired into the Dispatch Associate classification on or after April 19, 2013, will be titled as Dispatch Associate – Group 2 and will be placed on wage schedule P2.
 - d. Any employee on payroll as of April 19, 2013 who bumps into the Dispatch Associate classification will be titled as Dispatch Associate – Group 1 and will be placed on wage schedule P2B.
- 2.2 The duties of employees in the two (2) Dispatch Associate Groups are the same.
- a. Unless specifically provided otherwise, employees in the two (2) Dispatch Associate Groups will be considered one (1) classification.

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

Exhibit A**Section 3 – Job Classification Combinations & Redesignations**

- 3.1 During 2012 MIFA #2 negotiations, the Company and the Union agreed to, effective as soon as administratively feasible following Ratification of the MIFA #2 Agreement, combine and/or re-designate the following job titles/classifications wherever they appear in the Agreement and in any negotiated Memoranda of Agreement, Letters of Intent, etc. that continue on their own terms or are renewed during 2012 MIFA #2 negotiations:

<u>Current Title/Classification</u>	<u>New Title/Classification</u>
Business Zone Technician I	Sales and Service Technician I
Customer Zone Technician II	Sales and Service Technician II
Cable Technician	Senior Construction Technician
Senior Cable Technician	
Cable Splicer	
Customer Zone Technician I	Network Technician
Transmission Technician	
Switching Support Technician	
Dispatch Clerk	Dispatch Associate
Special Services Clerk	
Lead Dispatch Clerk	

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

ALLTEL PENSION CONVERSION

Frontier North Inc. and International Brotherhood of Electrical Workers, Local Unions 21, 51, & 702, agree to the following provisions concerning the Plan for Hourly Employees' Pensions.

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

Frontier will provide a defined pension plan benefit based upon the greater of:

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

OR

- B. The accrued benefit under the GTE defined benefit pension plan as if all ALLTEL service were recognized under the GTE plan.

The amount and availability of benefits under the Plan are governed by the provisions of the Plan and are subject to the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the Plan in effect at the time regular employees separate from service. The operation and administration of the Plan, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Plan shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.

This Agreement shall become effective on May 10, 2020, and shall remain in effect until midnight, May 11, 2024, and shall automatically continue in full force and effect thereafter until terminated, or amended, in accordance with the following procedure:

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

This Agreement may be amended or modified by either party giving written notice to the other of such desire to so amend or modify at least sixty (60) days and not more than ninety (90) days prior to the termination date May 11, 2024. The written notice shall contain a full statement as to the amendments or modifications desired.

The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement shall terminate on May 11, 2024, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
I.B.E.W. Local Union 21

International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Robert S. Wedell
Business Manager
I.B.E.W. Local Union 51

International Brotherhood of Electrical
Workers, Local Union 702

By: _____

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

ATTENDANCE PROCEDURE

Frontier North Inc. and International Brotherhood of Electrical Workers, Local Unions 21, 51, & 702, agree that the following absences will be excluded from the twelve (12) month calculation of absentee and occurrence percentages:

Death in the Family (Company-paid)	Surplus Time
Jury Duty	Union Business
Military Training (Company-paid)	Witness Duty (Company-paid)

All the above absences should be recorded on an employee's Attendance Record, even though they are excluded from the absenteeism calculation.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
I.B.E.W. Local Union 21

International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Robert S. Wedell
Business Manager
I.B.E.W. Local Union 51

International Brotherhood of Electrical
Workers, Local Union 702

By: _____

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

INTRACOMPANY CORRESPONDENCE

GTE Telephone Operations

Reply To
INIFA7A
Ft. Wayne, IN

November 2, 1997

To: All Supervisors

Subject: BID/TRANSFER PROCEDURE

In reaching a new three-year Agreement with the IBEW, we have completely redesigned our job bidding and transfer procedure. The new procedure will create more career advancement options for all employees, more standardization for our Region, and a more efficient process.

One concern however, discussed at the bargaining table, was the problem of employees successfully bidding a new position and held indefinitely in the previous assignment. The Company's position on this issue and the intent of the new language is to transfer employees to the new job immediately. Cases in which employees are held in their current position over four weeks from the offer date should be on an exception basis for business purposes and subject to the review of the department manager. It is important all supervisors expedite transfers and promotions for employees based on the intent and spirit of our negotiations.

Please direct any questions on this policy to our Labor Relations section.

Les E. Voyles
Regional Director-HR Services

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

CONCERNING CALL OUT OVERTIME ADMINISTRATION

Effective with payroll period 1, in 1995 a new process for call out overtime distribution will be implemented. The new process will work as follows:

1. At the beginning of each quarter, employees will be canvassed as to their interest in working call out overtime during the next quarter. Employees who do not want to work call out overtime during the next quarter will be placed on a "no interest" list and will not normally be contacted for call out overtime.
2. Employees who want to be contacted for call out overtime will be placed on an "interested" in overtime list. Call outs for overtime will normally be made from this list. If an adequate number of employees is not available to meet the call out overtime need in any given situation, employees from the "no interest" list will be contacted to obtain additional employees to work the call out overtime situation. If, after the "no interest" list of employees is exhausted and an adequate number of employees is not obtained, the Company will then assign the employees to work the call out overtime, starting from least senior qualified up the seniority list until an adequate number of employees is obtained to meet the call out overtime need.
3. Call outs will be accomplished through the use of a monthly rotating list of employees. Each month the "interested" list of employees will be updated with the top name going to the bottom and all others moving up. This process will continue monthly including a normal rotation of the list into the next year to continue the rotation process. New employees entering the work group will go to the bottom of the call out list beginning with the first month that such employee is regarded as qualified to perform overtime work.
4. This process will be reviewed annually by the Union and the Company for any modifications that may be appropriate.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
I.B.E.W. Local Union 21

International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Robert S. Wedell
Business Manager
I.B.E.W. Local Union 51

International Brotherhood of Electrical
Workers, Local Union 702

By: _____

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

CONTRACTING

(INTERPRETATION OF ARTICLE 18, SECTION 18.3)

1. In order to determine the total value of the wage and benefits packages that contract companies must pay their employees to ensure Frontier's compliance with Article 18, Section 18.3 (hereafter "Section 18.3"), the following method shall be used.
 - (a) For purpose of assisting the contract company in setting the appropriate wage and benefit package that must be paid to the contract employees, Frontier will determine what Frontier job classification(s) would be responsible for performing the work in question if the work were not contracted out.
 - (i) The Union reserves the right to challenge, through the contractual grievance procedure, Frontier's determination as to the appropriate classification.
 - (b) The wage and benefits packages received by contract employees shall be equal in value to the top wage rate in the applicable Frontier wage classification(s).
 - (c) For example, applying the above using contractual wage rates as of March 15, 2009, if Frontier subcontracts work that it could otherwise assign to a P-5 employee, compliance with Section 18.3 requires that the weighted average of the wage and benefits package received by contract employees (see Paragraph 3, below) be at least \$26.98 per hour.
2. In order to ensure compliance with Section 18.3, the following provisions will apply:
 - (a) Frontier will notify all contract companies, in writing, of the need to comply with Section 18.3, and the required hourly value of the contract employee's wage and benefit package. Each month Frontier will provide the union business representative with a report identifying all uses of contract labor during the preceding month. Such reports will include the name of the contract company and the wage rate identified under Paragraph 1, above.

- (b) Frontier will notify all contract companies, in writing, that, if Local 21, 51 and/or 702 so requests, the contract company will be required to provide Frontier with copies of source documents demonstrating the value of the wage and benefits package received by the contract employees. Such documents may include a copy of any original business document that identifies the wage rate and/or benefits received by the contract employees, including, but not limited to, payroll records.
 - (c) Where a reasonable basis exists to believe that Frontier is not in compliance with Section 18.3, Locals 21, 51 and 702 may, upon the agreement of all three Local Unions, request verification of Frontier's compliance with Section 18.3, and upon such a request, Frontier will obtain payroll and/or other source documents demonstrating the value of the wage and benefits package received by the contract employees in question. For each request, Frontier and the contract company will provide up to two weeks of documentation. Local 21, 51 and/or 702 will only request such information as often as is reasonably necessary to verify the contract company's initial and continuing compliance with Section 18.3. Frontier reserves the right to require reimbursement from the Union for reasonable expenses incurred in connection with such requests.
3. For the purpose of administering Section 18.3, the compensation received by contract employees will be determined by adding the contract employees' weighted average hourly wage and the hourly value of the benefits package received. The weighted hourly average wage of the contract employees will be calculated by multiplying the number of employees at each wage rate by their wage rate, finding the total and then dividing that by the total number of contract employees. For example:

1 contract employee at \$10.00/hour =	\$10.00
2 contract employees at \$12.00/hour =	\$24.00
<u>2 contract employees at \$14.00/hour =</u>	<u>\$28.00</u>
	\$62.00

The weighted average hourly wage for these five contract employees would be \$12.40 (\$62.00 divided by 5). The hourly value of the contract employees' benefits package would then need to be added to this weighted average hourly wage to calculate the total value of compensation received by the contract employees.

Amounts received by contract employees as reimbursements for the use of the employees' tools and trucks, if any, will not be included as part of their compensation for purposes of this agreement. Only contract employees actually working on the particular Frontier project will be included in the calculations.

When calculating the weighted average hourly wage paid to the contract employees, they will be grouped according to the Frontier classifications that could contractually have performed the work in question if it had not been contracted out. If all the work performed by the contract employees could contractually have been performed by Frontier employees in a single classification, all of the contract employees will be grouped together for purposes of computing the weighted average hourly wage. If contract employees are performing more than one kind of work, and if the work being performed by the contract employees would have been performed by Frontier employees in multiple classifications, separate weighted average hourly wages will be calculated for the contract employees, grouped according to the Frontier classifications that could contractually have performed the specific work.

4. In order to simplify administration of Section 18.3, IBEW Locals 21, 51 and 702 agree that, for the life of the current CBA and this MOA, Frontier can assume contractors who have a telephone contract with IBEW Locals 21, 51 and/or 702 are in compliance with Section 18.3. This will relieve Frontier of the obligations contained in Paragraphs 1, 2 and 3 above, in these circumstances and under these limitations. Frontier agrees that the provisions of this paragraph are not for any purpose other than to simplify the administration of Section 18.3. This provision will not limit Frontier ability to contract with the contract company of its choice. Rather, this provision merely reduces the administrative requirements under this MOA when Frontier elects to utilize contractors who have a telephone contract with IBEW Locals 21, 51 and/or 702.
5. If Section 18.3 is violated, the appropriate remedy shall be payment of an amount equal to the difference between the weighted average of the wage and benefits package received by contract employees (see Paragraph 3, above) and the top wage rate in the applicable Frontier wage classification(s) (see Paragraph 1, above), multiplied by the total number of hours worked by contract employees under the contract in question. The Union(s) will identify, by appropriate wage schedule, job title and geographic area, the employees entitled to receive a share of the payment, with any disputes concerning which employees are entitled to receive such payment to be decided by the appropriate Local Union(s). Frontier will then distribute the monies to the identified employees.
6. This Memorandum of Agreement is effective upon ratification and shall expire on May 11, 2024. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on May 11, 2024, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
I.B.E.W. Local Union 21

International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Robert S. Wedell
Business Manager
I.B.E.W. Local Union 51

International Brotherhood of Electrical
Workers, Local Union 702

By: _____

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

COPE PAYROLL DEDUCTION

Frontier North Inc. and International Brotherhood of Electrical Workers, Local Unions 21, 51, & 702, agree to continue the following provisions for the payroll deduction of IBEW COPE (Committee on Political Education).

1. The Company will make collection of COPE funds once each month through payroll deduction from employee's pay upon receipt of a written authorization form signed by the individual employee and delivered by the Union to the Company.
2. The Company also agrees to remit the amounts so deducted to the designated representative of the Union and to furnish the Union one (1) copy of the list of employees for whom such deductions have been made and the amount of each deduction. The Company also agrees to furnish the Union one (1) copy of a list of employees for whom no deductions have been made.
3. The Company shall bear the full cost of the undertaking set forth herein except that the Union agrees to furnish the COPE deduction authorization forms.
4. The Union agrees to hold harmless and indemnify the Company against liabilities resulting from the process of COPE collection from the employees and subsequent transfer to the Union.
5. This Memorandum of Agreement is effective on May 10, 2020, and shall expire on May 11, 2024. The parties specifically agree that the terms and conditions set forth in this Memorandum of agreement shall also terminate on May 11, 2024, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
I.B.E.W. Local Union 21

International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Robert S. Wedell
Business Manager
I.B.E.W. Local Union 51

International Brotherhood of Electrical
Workers, Local Union 702

By: _____

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

MEMORANDUM OF AGREEMENT

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FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

CUSTOMER ENGINEER – DATA APPLICATIONS

1. Frontier North Inc. ("the Company") and International Brotherhood of Electrical Workers, Local Unions 21, 51, & 702, agree to the provisions concerning the classification of Customer Engineer – Data Applications set forth in this Memorandum of Agreement.
2. The Customer Engineer – Data Applications classification will be placed in IBEW wage schedule P8.
3. It is agreed that the provisions in the Collective Bargaining Agreement will not limit the Company in the assignment of overtime to Customer Engineer – Data Applications, when doing so is necessary for the efficient and profitable operation of the business.
4. Nothing in this Memorandum of Agreement or the Collective Bargaining Agreement shall limit the Company in the use of outside personnel in the event of specialized requirements to perform work normally done by Customer Engineers, when, at the discretion of the Company, it is necessary for the efficient operation of the Company's business.
5. The Company may develop and implement incentive programs which will provide participating Customer Engineer – Data Applications the opportunity to earn cash, merchandise and/or other awards based on performance in achieving objectives developed and administered solely by the Company. Employees will be responsible for any tax liability that arises out of participation in the incentive program.

The Company shall have the responsibility to establish the standards of the program. This is not subject to the grievance and arbitration procedure of the Agreement. However, administration of the program and/or disputes arising from the payment in accordance with the terms of the incentive plan is subject to the grievance and arbitration procedures. It is understood by the parties that there is no guarantee of incentive earnings under this plan.

6. Customer Engineer – Data Applications shall work where assigned by the Company and may cross any and all jurisdictional boundaries covered by Collective Bargaining Agreements between Frontier North Inc. and all Unions. Hours of work, overtime and premium pay, holidays, travel and per diem payments will be in accordance with the provisions of the Collective Bargaining Agreement except that any provisions requiring the equalization of overtime will not apply to Customer Engineers – Data Applications.
7. Professional business attire is required for Customer Engineers – Data Applications.
8. Qualifying will include a data competency test and a structured interview.
9. This Memorandum of Agreement is effective May 10, 2020, and shall expire on May 11, 2024. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall terminate on May 11, 2024, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
I.B.E.W. Local Union 21

International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Robert S. Wedell
Business Manager
I.B.E.W. Local Union 51

International Brotherhood of Electrical
Workers, Local Union 702

By: _____

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

MEMORANDUM OF AGREEMENT

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FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

DRUG AND ALCOHOL POLICY

1. The following represents the understanding of Frontier North Inc. ("the Company") and International Brotherhood of Electrical Workers, Local Unions 21, 51, and 702 (collectively "the Union") concerning the implementation of the Company's Drug and Alcohol Policy.
 - A. 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 in order to be available for retest at the request of the employee and or the Union as described below.
 - B. 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 to be released to a certified lab to be retested. If there is no second specimen, a portion of the remaining specimen will be made available for retest. The Company's responsibility for the chain of custody ends when the specimen is released at the direction of the second testing lab. This request must be made by the Union or the employee within ten (10) workdays 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.
 - C. The Company will use the federal government regulations for lab certification, which currently is the NIDA labs. These labs will use the same cutoffs as the federally set DOT levels on "for cause" tests and the collection sites will follow the chain of custody as set forth by the federally certified lab.

2. Positive Drug and Alcohol Test Disciplinary Procedure

- A. Voluntary participation which requires inpatient rehabilitation for drug or alcohol use will be permitted twice during an employee's career without any suspension or disciplinary action being taken against the employee. Such voluntary participation must be requested by the employee no less than twenty-four (24) hours prior to a required pre-placement test, periodic test, reasonable cause test, post-accident test or random test. Sick pay benefits will be paid in accordance with the labor agreement and medical expenses will be paid in accordance with the Company's Group Medical Plan. Upon return to work, the employee will be subject to a 12-month follow-up drug and/or alcohol testing program. A positive (failed) test for drug-alcohol use during the 12-month follow-up period will result in the employee's immediate termination.
- B. The decision on what level of disciplinary action will be taken against an employee who involuntarily tests positive for drugs or alcohol will be based on the just cause standard. If an employee is suspended, any necessary remedial treatment as recommended by EAP personnel must begin immediately, or as approved by EAP personnel. Medical expenses associated with the rehabilitation will be in accordance with the Company's Group Medical Plan. Refusal to take the recommended remedial measures whether inpatient or outpatient, or failure to complete the prescribed program will result in the employee's immediate termination.
- C. An employee who involuntarily tests positive once, goes through treatment, and then later comes forth voluntarily, at least 24 hours prior to testing as referred to in Item No. 1 above, will be placed on sick leave during the voluntary approved rehabilitation and will receive medical coverage for such rehabilitation in accordance with the Company's Group Medical Plan.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
I.B.E.W. Local Union 21

International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Robert S. Wedell
Business Manager
I.B.E.W. Local Union 51

International Brotherhood of Electrical
Workers, Local Union 702

By: _____

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

FIBER NETWORK FIELD TECHNICIAN

Frontier North Inc. and the International Brotherhood of Electrical Workers, Local Unions 21, 51, & 702, agree to the following:

1. The title Fiber Network Field Technician will be placed on Wage Schedule P5 of the collective bargaining agreement. This title will be responsible for tasks assigned by the Company in connection with service order and repair activity on fiber network facilities between and including the customer-serving terminal and into the customer's premise, as well as installation activity at the fiber hub. These tasks will include, but not be limited to, installation and maintenance of voice, data and video equipment and/or service at the customer premise, in addition to providing revenue enhancing offers to the customer. It is understood that the installation of the Optical Network Terminal (ONT) may be assigned to other job titles at the Company's discretion.
2. The Company reserves the right to establish work schedules consistent with the collective bargaining agreement, requirements for training, selection, certification, Frontier Business Attire, appearance and other requirements for Fiber Network Field Technicians.
3. These positions will be staffed, for a period of time to be determined by the Company, from existing Sales and Service Technician II's who meet all requirements set by the Company. In making these selections, the Company will consider the employee's seniority, but reserves the right to make these designations on its determination of the employee meeting its requirements.
4. Future positions will be filled according to the Job Application Procedures outlined in Article 20. Candidates for these positions will be required to pass appropriate testing and all other requirements for this position as determined by the Company.

This Memorandum of Agreement is effective on May 10, 2020, and will expire on May 11, 2024.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
I.B.E.W. Local Union 21

International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Robert S. Wedell
Business Manager
I.B.E.W. Local Union 51

International Brotherhood of Electrical
Workers, Local Union 702

By: _____

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

INTRACOMPANY CORRESPONDENCE GTE Telephone Operations

Reply To
INIFA7A
Ft. Wayne, IN

November 2, 1997

To: All Supervisors

Subject: FUNERAL ATTENDANCE OF FELLOW EMPLOYEES AND RETIRED
EMPLOYEES (I.B.E.W., LOCALS 21, 51, & 702)

The policy regarding absence to attend the funeral of a fellow employee and retired employee is as follows:

Paid absent time will be granted to those employees elected to represent the deceased's work group, exchange, department, etc., whichever is most appropriate. The number of employees to serve as a representative body is dependent upon each situation; however, as a guideline, one (1) representative for each five (5) employees within the organizational unit selected can be followed, but in no case should the group of representatives exceed five (5) in number, except as provided below.

Once the number of representatives is decided upon, the body of people they are to represent should normally be permitted to select these representatives, subject to service requirements and provided each employee selected wishes to attend the funeral.

Any other employee wishing to attend the funeral may be excused without pay, subject to service requirements.

Paid absent time will normally be granted to those employees asked to serve as pallbearers, subject to service requirements, but in no case should the total number of representatives and pallbearers exceed eight (8) in number.

Contact Labor Relations if you have any questions.

Les E. Voyles
Regional Director-HR Services

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

GRIEVANCE MEDIATION

1. Request for Mediation must be made in writing within thirty (30) days after receipt of the Company's answer as set forth in Article 6, Section 6.4.
2. No grievance will be placed in grievance Mediation unless both parties specifically and mutually agree.
3. Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one (1) copy of the written grievance to be used solely for purposes of statistical analysis.
4. Proceedings before the Mediator shall be informal in nature. The presentation of evidence is not limited to that presented in any previous steps of the grievance procedure, and rules of evidence will not apply, and no record of the mediation conference shall be made.
5. The Mediator will have the right to meet separately with any person or persons.
6. Any recommendation of the Mediator is advisory only and is not binding upon the parties unless the Company and Union mutually agree to accept it.
7. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision, unless both parties agree that no decision shall be provided.
8. The advisory decision of the Mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.
9. After the first 180 days either party may withdraw from the mediation process with a thirty (30) day written notice.
10. Any Mediators fees and expenses will be divided equally between the parties.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
I.B.E.W. Local Union 21

International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Robert S. Wedell
Business Manager
I.B.E.W. Local Union 51

International Brotherhood of Electrical
Workers, Local Union 702

By: _____

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

HOME DISPATCH

Frontier North Inc. ("the Company") and International Brotherhood of Electrical Workers, Local Unions 21, 51, & 702, (collectively "the Union") agree to continue the Home Dispatch Program which will operate under the following provisions:

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

7. Employees will be expected to exercise good judgment in the use, storage and care of the Company vehicle.
8. The contents of this Memorandum of Agreement shall be subject to the Grievance and Arbitration procedures as set forth in Article 6: Adjustment of Differences. The Company will be responsible for providing all insurance coverage for participating employees and their assigned Company vehicle just as it does for other Company employees and vehicles during normal working hours.
9. Should an employee's base location change after implementation of the Home Dispatch Program, the affected employee(s) will have the option to discontinue participation in the program during the ninety (90) days minimum participation period.
10. Should the Company decide to discontinue the program, a thirty (30) day notice will be given to the local Union and employees who are participating. Employees desiring to discontinue participation may be required to provide a thirty (30) day notice. Employees who deviate from the provisions of the program may be removed from participation at management's discretion.
11. This Memorandum of Agreement is effective on May 10, 2020 and shall expire on May 11, 2024. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall terminate on May 11, 2024 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
I.B.E.W. Local Union 21

International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Robert S. Wedell
Business Manager
I.B.E.W. Local Union 51

International Brotherhood of Electrical
Workers, Local Union 702

By: _____

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

INTERN PROGRAM

Frontier North Inc. ("the Company") and International Brotherhood of Electrical Workers, Local Unions 21, 51, & 702, agree to provide no more than three (3) positions per year in one or any combination of the following classifications of Equipment Technician, Equipment Installer, Facility Technician and Sales and Service Technician II to be filled with Company-designated candidates.

This understanding does not negate existing contractual provisions regarding management's right to fill vacancies.

The two (2) month training period identified in Article 4; Section 4.1 will be waived.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
I.B.E.W. Local Union 21

International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Robert S. Wedell
Business Manager
I.B.E.W. Local Union 51

International Brotherhood of Electrical
Workers, Local Union 702

By: _____

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

LOCAL AREA NETWORK (LAN) SYSTEMS

This Memorandum of Agreement outlines the manner in which future work will be performed concerning the installation, maintenance, and repair of personal computers, mini computers, Local Area Network (LAN) systems and related peripheral equipment, cabling, and software.

1. Bargaining unit (craft) employees may be utilized (as deemed appropriate by the Company) to perform installation, maintenance, and/or repair of personal computers, mini computers, LAN systems or related peripheral equipment, cabling, or software. However, nothing in this Memorandum of Agreement may be construed to reduce or restrict the right of the Company to utilize non-bargaining unit employees, management employees, or contractor labor, or allow customers to perform work associated with the installation, maintenance, and/or repair of personal computers, mini computers, LAN systems, or related peripheral equipment, cabling, or software.
2. Normal procedures of paperwork flow, record keeping, and supply and location of materials, equipment, tools, and parts as well as, other administrative procedures may be abridged or modified at the sole discretion of the Company, concerning the installation, maintenance, and repair of personal computers, mini computers, LAN systems or related peripheral equipment, cabling, or software, whether bargaining unit employees, non-bargaining unit employees, management employees or contractor labor is used. Order processing, installation, maintenance, and repair activities may be assigned to any classification within the bargaining unit, as determined appropriate by the Company, or by non-bargaining unit or management employees.
3. Setup, installation, removal, or movement of work station furniture, lighting, and other non-telephone, non-computer equipment, tools, etc., will continue to be performed as it is today.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
I.B.E.W. Local Union 21

International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Robert S. Wedell
Business Manager
I.B.E.W. Local Union 51

International Brotherhood of Electrical
Workers, Local Union 702

By: _____

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

OUT OF CLASSIFICATION DIFFERENTIAL

Frontier North Inc. ("the Company") and International Brotherhood of Electrical Workers, Local Unions 21, 51, and 702 (collectively "the Union"), agree to the following provisions concerning payment of Out of Classification Differential under Article 19, Section 19.3.

For non-force adjusted employees at top pay who are temporarily assigned to a previously-held classification which results in the payment of the out of classification differential, the Company will take them to top pay in the higher rated classification versus the "...next higher wage rate..." as outlined in Article 19, Section 19.3.

Force adjusted employees who claim a job in the same or lower wage classification under Article 21 of the Service, Construction and Supply Agreement, and who subsequently return to their former classification on temporary assignment, will be placed on the same wage progression step the employee would have occupied if they would have remained in the former classification (versus the "...next higher wage rate..." as outlined in Article 19, Section 19.3). This provision will be effective for no more than one (1) year from the time the affected employee is force adjusted as a result of a Company initiated reduction.

This Memorandum of Agreement is effective May 10, 2020, and shall expire on May 11, 2024. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on May 11, 2024, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
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International Brotherhood of Electrical
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By: _____

Robert S. Wedell
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International Brotherhood of Electrical
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By: _____

Steve Hughart
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MEMORANDUM OF AGREEMENT

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**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

OUT OF FRANCHISE IN CHICAGO MARKET AREA

This Memorandum of Agreement regarding the Chicago Market Area is made and entered into May 10, 2020, between Frontier North Inc. ("the Company") and Local Unions 21, 51, & 702 of the International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor-Congress of Industrial Organization and shall remain in effect through May 11, 2024.

1. Employees subject to this Agreement will be designated as Chicago Market Area employees. See attachment for designation of Chicago Market Area. The designated area reflects the area in which the per diems in item #4 will apply with the exception of Frontier North Inc. operating areas that fall in the designated area. In other words, an employee in Belvidere assigned to the Wonder Lake area would be covered under the existing contract for per diems or lodging. Employees required to relocate will be given designated areas within the Chicago Market Area in which they will be required to move at the time they are offered the position. Employees in the Belvidere and Sandwich area that volunteer for the Chicago Market Area will not be required to relocate.
2. The Company will pay parking and toll rate costs associated with work activities via expense report procedure.
3. The Company will provide a schedule for normal vehicle maintenance/service.

Employee will be responsible for setting up the appointment with service station/garage for servicing vehicle, outside work schedule. All appropriate costs will be borne by the Company.

4. Employee will take Company provided vehicle home and drive from their home directly to the first dispatch of the day and/or return home from the last dispatch work location on their own time.

When an employee is assigned to drive to and/or from a Chicago Market Area work assignment on their own time, the Company will provide a mileage allowance. The following mileage schedule indicates the per diem allowance provided. Rates apply to actual driving distance.

<u>Zone</u>	<u>Rate</u>
0 - 15 Miles	\$ 8.50
16 - 30 Miles	\$17.00
31 - 45 Miles	\$25.50
46 - 60 Miles	\$34.00
61 - 76 Miles	\$43.25
77 Miles – Over	\$51.25

Should an employee move deeper into Chicago area (further from home) during the course of the day, the most distant point, either starting the shift or ending the shift, will be used to develop the mileage allowance. If an employee was called out after the end of his/her shift, the employee will be entitled to overtime or per diem as follows:

A. Called out after arriving home

The employee would, then, be entitled to call out/overtime treatment in accordance with the labor agreement.

B. Contacted prior to reaching home

The employee overtime would be considered to begin at the end of the shift and go off overtime when the job was completed or when the employee leaves to return home. The return home would be on the employee's time.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
I.B.E.W. Local Union 21

International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Robert S. Wedell
Business Manager
I.B.E.W. Local Union 51

International Brotherhood of Electrical
Workers, Local Union 702

By: _____

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

PERFORMANCE PLANS

The Union agrees that the Company may establish performance standards. The standards will be communicated to employees orally or in writing, objectively reasonable and understandable, and reasonably related to the employee's regular job duties. Such standards will be applied even-handedly and non-discriminatorily.

The Union reserves the right to challenge such standards as written and/or as applied either when notified of the standards or changes or when an employee or group of employees suffer some adverse consequence as a result of the application of such standards.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
I.B.E.W. Local Union 21

International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Robert S. Wedell
Business Manager
I.B.E.W. Local Union 51

International Brotherhood of Electrical
Workers, Local Union 702

By: _____

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

INTRACOMPANY CORRESPONDENCE

GTE Telephone Operations

Reply To
INIFA7A
Ft. Wayne, IN

November 2, 1997

To: See Distribution List

Subject: PERSONAL DAY AND VACATION SCHEDULING
(IBEW - LOCALS 21, 51, & 702)

The Company and the Union, IBEW Locals 21, 51, and 702, agree to the following procedure when previously bid Personal Days and Vacation Days become available.

1. Personal Days and Vacation Days that become available shall be posted five (5) calendar days in the appropriate Reporting Center.
2. Employees may indicate their interest by signing the posting.
3. Selection will be determined beginning with the most senior person immediately below the employee who selected the original Personal Day or Vacation Days. However, the employees new to the group should be canvassed based on their seniority. This is whether or not the employee(s) new to the group have less seniority or more than the employee(s) who selected the original Personal Day or Vacation Day because they did not previously have an opportunity to bid.
4. Also, if more than one employee had been awarded a particular week of vacation and that week later becomes available, the most senior person immediately below the less senior of the two or more who selected the original Personal Day or Vacations will begin the selection. The only exception to this would be as stated in the above paragraph. (A more senior person than any of them who has not had an opportunity for that time that has joined the work group.)
5. In the absence of selection by the above method, other employees will be considered by seniority.

This procedure will be subject to provisions of Article 6 or 7.

Please call Labor Relations if you have any questions.

Les E. Voyles
Regional Director – HR Services

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

PERSONAL DAYS

Frontier North Inc. ("the Company") and International Brotherhood of Electrical Workers, Local Unions 21, 51, & 702, agree to the following provisions regarding the utilization and payment of Personal Days:

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

This Memorandum of Agreement is effective on May 10, 2020, and shall expire on May 11, 2024. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on May 11, 2024, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
I.B.E.W. Local Union 21

International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Robert S. Wedell
Business Manager
I.B.E.W. Local Union 51

International Brotherhood of Electrical
Workers, Local Union 702

By: _____

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

REQUIRED OVERTIME

Frontier North Inc. (the “Company”) and the International Brotherhood of Electrical Workers, Locals 21, 51, & 702, (collectively, the “Union”), in furtherance of the positive working relationship between the parties, have agreed to the following to address the concerns voiced by the Union regarding overtime and the impact of overtime on employee work/life balance. These commitments balance the need for the Company to retain operational flexibility in the face of unprecedented competitive and economic pressures with the sincere desire of many Illinois associates to relieve the pressures of overtime.

1. Management will provide as much advance notice of the requirement to work overtime as is reasonably possible under the circumstances then existing. With the exception of service emergencies, management will give notice of the requirement to work a non-scheduled day at least twenty-four (24) hours prior to the end of the employee’s last scheduled tour.
2. When service conditions and time constraints so allow, prior to requiring overtime on a non-scheduled day within a classification and location, management will:
 - a. seek qualified volunteers within that classification and location to work the overtime.
 - b. seek qualified volunteers from within the same supervisory workgroup; and then, if necessary,
 - c. request assistance from other departments in that location who may reasonably have qualified employees available and interested in volunteering to work the overtime.

3. The following procedure will be implemented on a trial basis:
 - a. When an employee works six (6) consecutive ten (10) or more hour days immediately prior to a scheduled day off, and the Company is requiring overtime in the employee's classification and location on that scheduled day off, the employee shall be given the option to be excused from the overtime requirement in order to take that scheduled day off as a day of rest. It shall be the responsibility of the employee to provide as much advance notice as is reasonably possible of the request to be excused from the overtime requirement.
 - b. This provision is entered into on a trial basis. Either party may cancel the trial, by classification, with one (1) weeks written notice to the other party.
4. The Company and the Union will establish a committee on overtime for the Operations organization. The guidelines for this overtime committee will be as follows:
 - a. The overtime committee will consist of four (4) Union representatives and four (4) Company representatives.
 - b. The overtime committee will meet at either party's request on a quarterly basis. Overtime committee meetings will be "face-to-face" meetings.
 - c. The overtime committee will be charged with engaging in open dialogue to review collective (rather than individual) issues and concerns regarding the administration of associate overtime within Operations in Illinois. These discussions may include possible measures that may alleviate the need for overtime scheduling anomalies and ways to improve and expedite communication between management and employees/Union leadership regarding overtime requirements.

It is the intent of the Company and the Union that this committee will use their time and effort to engage in full and open communication, involvement, adaptability, integrity, trust, and respect in this effort.
 - d. The overtime committee is not meant to replace ongoing dialogue regarding overtime-related issues and concerns. Both the Union and employees in the bargaining unit should continue to bring overtime-related issues and concerns to management as they arise so that the parties may discuss and, if possible, resolve the issues/concerns as promptly as possible.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
I.B.E.W. Local Union 21

International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Robert S. Wedell
Business Manager
I.B.E.W. Local Union 51

International Brotherhood of Electrical
Workers, Local Union 702

By: _____

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

STANDBY COMMITTEE(S)

Frontier North Inc., and International Brotherhood of Electrical Workers, Local Unions 21, 51, & 702, agree to continue joint Management/Union committee(s) in each of the four (4) areas, currently Bloomington, Jacksonville, Marion and Sycamore, to explore and review the use of standby. The committees will be comprised of four (4) members, two (2) each from Management and the Union and will continue to meet as needed.

The committee(s) will consider and recommend ways to relieve the pressures of standby, such as new scheduling options, increasing the number of qualified employees in a work group through training, and expanding the pool of available employees based on qualifications that exist today.

In the absence of qualified volunteers, the assignment of standby will not be implemented until the respective committee has met to determine if alternative options are available to meet the service requirements. The appropriate second tier manager (currently the General Manager) shall make the final determination regarding the implementation of assigned standby as described in Article 10.2.6.1.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
I.B.E.W. Local Union 21

International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Robert S. Wedell
Business Manager
I.B.E.W. Local Union 51

International Brotherhood of Electrical
Workers, Local Union 702

By: _____

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

MEMORANDUM OF AGREEMENT

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FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

TEN HOUR/FOUR DAY WEEK

The Company and Union agree to establish a ten (10) hour day, four (4) day work week for employees covered by the Bargaining Agreement. The terms of this agreement shall take precedence over the primary agreement.

1. The Company shall select the employees and locations that are subject to the ten-hour, four-day week. The "four-ten" schedules shall include at least two consecutive days off. Employees will not be scheduled on both a Saturday and Sunday on the same weekend. Employee(s) and management may mutually agree to waive the foregoing restrictions on scheduling of "four-ten" workweeks.
2. Only hours worked in excess of ten (10) in any one day, except make-up time or forty (40) in any one week, shall be paid at the overtime rate.
3. Sickness disability will be paid on the basis of ten (10) hours.
4. Vacation pay for employees scheduled four ten-hour tours shall not be in excess of forty (40) hours of pay per week.
5. Weeks which contain a recognized holiday as described in Article 10, Section 10.3.1 shall be scheduled on the basis of five eight-hour tours.
6. Personal days may be an exception to paragraph 5. With supervisory approval, personal days may be scheduled during the ten-hour tours subject to the provisions of Article 10.
7. Employees scheduled for ten-hour tours shall in no case receive in excess of forty hours' vacation pay per week or shall not gain an advantage over employees working eight-hour tours.
8. Disputes arising contrary to the intended use of four ten-hour tours shall be subject to the grievance procedure up to and including the third step.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
I.B.E.W. Local Union 21

International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Robert S. Wedell
Business Manager
I.B.E.W. Local Union 51

International Brotherhood of Electrical
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By: _____

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

TERMINATION PAY ALLOWANCE

Frontier North Inc. ("the Company") and International Brotherhood of Electrical Workers, Local Unions 21, 51, & 702, hereby agree to continue the termination pay allowance program as follows:

1. Regular full-time employees with accredited service of one (1) year or more who suffer loss of employment through force adjustment under Article 21 of the Collective Bargaining Agreement and who have not previously been offered termination benefits (including ISP and/or any ISP replacement or supplement) in conjunction with the current surplus declaration shall be considered to be eligible for termination pay allowance and may elect to receive termination pay in lieu of all other force adjustment options.

Regular full-time employees with accredited service of one (1) year or more who have previously been offered termination benefits (including ISP and/or any ISP replacement or supplement) in conjunction with the current surplus declaration AND who are subsequently bumped by another employee through the force adjustment process shall also be considered to be eligible for termination pay allowance and may elect to receive termination pay in lieu of all other force adjustment options.

2. Employees who are eligible in accordance with the above, and who elect termination pay allowance in lieu of all other force adjustment options, shall receive termination pay allowance of \$1,100, less withholding taxes, for each completed year of accredited service up to and including thirty (30) years for a maximum of \$33,000 prior to withholding taxes. This termination pay allowance is not prorated for any partial year of service.
3. 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 above.
4. All benefits payable under this Memorandum of Agreement are subject to legally required deductions.

5. Eligible employees who elect termination pay allowance in lieu of all other force adjustment options shall be eligible for re-employment with the Company. However, recall rights as defined in Article 21, Section 21.3 of the current CBA will not apply to eligible employees who elect termination pay in lieu of all other force adjustment options.
6. Rehired employees must complete one (1) full year of accredited service with the Company before coming eligible again for any termination benefits (including ISP and/or any ISP replacement or supplement). In subsequent terminations in which the employee receives termination benefits, the employee shall receive the difference between the termination benefits for which he or she is presently eligible, and any benefits previously received.
7. Neither the determination of a surplus condition, eligibility for termination pay allowance, nor any part of termination pay, or this Memorandum of Agreement shall be subject to the arbitration procedure of the Collective Bargaining Agreement.
8. This Memorandum of Agreement is effective May 10, 2020, and shall terminate on May 11, 2024. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on May 11, 2024 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
I.B.E.W. Local Union 21

International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Robert S. Wedell
Business Manager
I.B.E.W. Local Union 51

International Brotherhood of Electrical
Workers, Local Union 702

By: _____

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

UNION LEAVE OF ABSENCE

WHEREAS former Frontier North Inc. and International Brotherhood of Electrical Workers, Local Unions 21, 51, & 702, bargaining unit employees have become full-time employees of the I.B.E.W. or its local affiliates:

WHEREAS the treatment of such I.B.E.W. employees for Frontier/GTE pension benefit credit varies both among former Verizon/GTE/I.B.E.W. bargaining units and between I.B.E.W. and local affiliate employment; and

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

NOW THEREFORE Frontier North Inc. and International Brotherhood of Electrical Workers (I.B.E.W.), Local Unions 21, 51 & 702, agree as follows:

1. Any full-time employee of Frontier North Inc. who becomes a full-time employee of either the I.B.E.W. or an I.B.E.W. local affiliate (a "Frontier/GTE-Union employee") shall be entitled to be on leave of absence status from Frontier/GTE. While on such leave status, the Frontier/GTE-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/GTE-Union employee shall accrue Accredited Service under the Frontier/GTE Pension Plan in which the employee actively participated while a bargaining unit employee until either:
 - (a) The Frontier/GTE-Union employee ends his/her full-time employment with the I.B.E.W. or a local affiliate; or
 - (b) The Frontier/GTE-Union employee retires from Frontier/GTE or otherwise affirmatively relinquishes his/her leave of absence; or
 - (c) The aggregate length of all such leaves of absence equals twenty (20) years.

3. 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/GTE and the I.B.E.W. will immediately negotiate in good faith to provide the most equivalent lawful benefit for Frontier/GTE-Union employees.
4. This Memorandum of Agreement is effective on May 10, 2020 and shall expire on May 11, 2024. The parties specifically agree that the terms and conditions set forth in this Memorandum of agreement shall also terminate on May 11, 2024 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
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Paul Wright
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By: _____

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Steve Hughart
Business Manager
I.B.E.W. Local Union 702

MEMORANDUM OF AGREEMENT

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FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
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VACATION SCHEDULES

Mutually agreed vacation scheduling is intended to provide employees and supervision with local flexibility of scheduling by work group(s), reporting centers, exchanges, or any combination of work groups, reporting centers, or exchanges as identified up to the first level supervisor responsibility area.

Certain limitations are stated in Article 11.2 pertaining to the supervisory area, quantity of employees and quantity of combined work groups. Where mutually agreed to and within the contract language and company standards vacation schedules should fulfill employee needs and provide a workable schedule to meet customer service requirements.

The language of Article 11.2 is not intended to re-invent vacation scheduling, rather, it is intended to provide local flexibility for all employees, management and craft.

Examples of mutually agreed schedules could include one schedule for a large work group in a given area such as the DAC or more than one schedule for a work group reporting to several exchanges under one supervisor.

Frontier North Inc.

International Brotherhood of Electrical
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By: _____

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Frontier Communications

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International Brotherhood of Electrical
Workers, Local Union 51

By: _____

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By: _____

Steve Hughart
Business Manager
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MEMORANDUM OF AGREEMENT

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FRONTIER NORTH INC.

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**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

WORKFORCE ADJUSTMENT INCENTIVES

During 2012/2013 MIFA #2 negotiations, the parties agreed to the following provisions concerning offering voluntary separation incentives (ISP) and realigning the workforce.

1. The Company may offer ISP up to three (3) times during the term of the 2012 MIFA #2 contract, and during the term of each successor Agreement, to Sr. Construction Technicians and Equipment Installers where the vacancies created by these ISPs would not be subject to the terms of the 1998 Arbitration Settlement Agreement approved by Arbitrator David Youngerman.
2. The Company will notify the Union that an ISP is covered by this MOA – meaning it would count towards the three (3) times cap under Section 1 of this MOA – after conclusion of the ISP offer – that is, after determining who will leave under the ISP. This is referred to below as a “covered ISP.”
3. Notwithstanding any other provision of the parties’ Agreement (including the 1998 Arbitration Settlement Agreement approved by Arbitrator David Youngerman), except for the specific provisions cited below:
 - (a) The Company may utilize contractors on work performed by an employee who took a covered ISP without being obligated in any manner to “backfill” the vacated position, provided the Company is otherwise free under the terms of Article 18 of the parties’ Agreement to use contractors on the work in question.
 - (b) The Company may reassign employees in the Sr. Construction Technician and Equipment Installer classifications to other classifications and utilize contractors on work that had been performed by that employee without being obligated in any manner to “backfill” the vacated positions, but only if:
 - (i) the reassignment is lateral;
 - (ii) the reporting center for the new position is within a 35-mile radius of the employee’s residence*; and,

- (iii) the employee meets the minimum qualifications for the classification to which he or she is reassigned (a determination that will be made by the Region Human Resources staff).

* Note: In the event that, within the employee's current reporting exchange, there is an employee or employees with lower seniority in the classification into which an employee is being reassigned, the reassigned employee may choose to take a less senior employee's position and remain in the same reporting exchange, provided the new reporting center is within a 35-mile radius of the less senior employee's residence. In such a case, the employee with the least seniority will be reassigned to the new reporting center. In all cases, volunteers will first be solicited and considered.

The Company does not intend to use, and will not use, this reassignment provision to place an employee in a position he or she is not qualified and capable to perform.

- (c) The provisions of the immediately preceding subsection (b) will not apply when the Company determines that conditions warrant the part-timing or lay-off of employees in a reporting exchange, pursuant to Article 21 of the Agreement. In such situations the provisions of Article 21 shall apply and will supersede the provisions of the immediately preceding subsection (b). The Company will not utilize the provisions of subsection (b) in any manner that would circumvent the provisions of Article 21, including employees' rights under that Article.
4. Nothing in this MOA is intended to limit the Company's rights to offer ISP or realign the workforce, as provided for under the parties' Agreement, outside of the parameters of this MOA.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

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Director, Labor Relations
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By: _____

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Steve Hughart
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MEMORANDUM OF AGREEMENT

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FRONTIER NORTH INC.

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS 21, 51, & 702**

WRITTEN JOB TESTING

This Memorandum of Agreement applies to written job testing.

In the interest of further improving the job vacancy selection process as outlined in Section 20.2.1 of the Collective Bargaining Agreement, Frontier North Inc. ("the Company") and International Brotherhood of Electrical Workers, Local Unions 21, 51, and 702 (collectively "the Union"), agree that job testing may be utilized for specific job positions where validated tests are currently available or may become available in the future. It is further agreed that job testing may be included as a qualification measure of ability and aptitude referred to in Section 20.2.1 and used in the selection process.

Testing will not apply to those employees already in a classification for which the applicable test would be used. Where an employee successfully held a position within a two (2) year period, testing will not be required.

Test results will be on a pass/fail basis. Raw scores will be maintained by Human Resources and will not be released to supervisors or persons being tested.

The form, content, and administration of such tests shall be at the sole discretion of the Company and shall not be subject to the grievance or arbitration provisions of the Collective Bargaining Agreement.

Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Peter Homes
Director, Labor Relations
Frontier Communications

Paul Wright
Business Manager
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International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Robert S. Wedell
Business Manager
I.B.E.W. Local Union 51

International Brotherhood of Electrical
Workers, Local Union 702

By: _____

Steve Hughart
Business Manager
I.B.E.W. Local Union 702

MEMORANDUM OF AGREEMENT

between

FRONTIER NORTH INC.

and

FRONTIER COMMUNICATIONS OF ILLINOIS, INC.

and

IBEW LOCALS 21, 51, & 702

**Accretion of the Frontier Communications of Illinois, Inc. Bargaining Unit
Into the Frontier North Inc. Bargaining Unit**

On August 18, 2016, Frontier North Inc. ("Frontier North"), Frontier Communications of Illinois, Inc. ("Frontier Illinois"), and International Brotherhood of Electrical Workers ("IBEW"), Local Unions 21, 51, and 702, (collectively "the Union") executed an agreement to discuss the Union's request to accrete the Frontier Illinois IBEW Bargaining Unit into the Frontier North IBEW Bargaining Unit. Since then, the parties have engaged in extensive discussions regarding how the Union's desire for accretion can be accomplished while minimizing the financial impact on Frontier Illinois and Frontier North. As an outcome of these discussions the parties have agreed upon the following framework for accretion of the Frontier Illinois IBEW Bargaining Unit into the Frontier North IBEW Bargaining Unit:

1. Frontier Illinois Contract Extension and Final Expiration

The terms and conditions of the September 16, 2012, Collective Bargaining Agreement ("CBA") between Frontier Illinois and IBEW Locals 21, 51 and 702 (the "Frontier Illinois CBA"), and all other written agreements between Frontier Illinois and the Union, will be extended through 11:59PM on December 31, 2016, without modification. Effective at 12:00AM on January 1, 2017, the Frontier Illinois CBA and all other written agreements between Frontier Illinois and the Union, including those without an express expiration date, will expire and will not be renewed.

2. Recognition and Accretion

Effective at 12:00AM on January 1, 2017, the Frontier Illinois IBEW Bargaining Unit will be accreted into the existing Frontier North IBEW Bargaining Unit covered by Appendix 1 (the "Illinois Plant Appendix") to the May 8, 2016, MIFA # 2 CBA between Frontier North and IBEW Locals 21, 51, 702 and 723 (the "MIFA # 2 CBA"), under the remaining terms and conditions of this Memorandum of Agreement ("this Agreement").

- A. Frontier Communications of Illinois, Inc. will be incorporated by reference as a party to the MIFA # 2 CBA and the Illinois Plant Appendix to the MIFA # 2 CBA, but only where necessary to reflect the terms and conditions of this Agreement.

Any modifications to the language in the MIFA #2 CBA or the Illinois Plant Appendix to reflect the addition of Frontier Communications of Illinois, Inc. as a party to the CBA, but only where necessary to reflect the terms and conditions of this Agreement, will be made upon expiration of the MIFA #2 CBA and the Illinois Plant Appendix, during the MIFA #2 structured bargaining process.

3. Classification and Base Wages

The employees under the Frontier Illinois CBA (the “Affected Employees”) will be re-classified to an existing title under the Illinois Plant Appendix based on their primary work function as of December 31, 2016¹ (except as provided for in Section 3C, below), as follows:

- A. Except as may otherwise occur through the normal day-to-day operation of the business, the classifications of all Affected Employees will not change prior to January 1, 2017.

B. Affected Employees in the OSP Primary Work Function

Effective January 1, 2017, those Affected Employees in the OSP primary work function (not including the single exception provided for in Section 3C below) will be re-classified to the “Sales and Service Technician II” classification under the Illinois Plant Appendix. The base wages for these employees will be incrementally adjusted to the wage rates in Wage Schedule P5 (the Sales and Service Technician II wage schedule in the Illinois Plant Appendix), as follows:

- 1) Effective September 18, 2016, the Affected Employees who have been reclassified to the Sales and Service Technician II job classification will move to the following temporary wage schedule, “step to step” (e.g., 48-month step to 48-month step), rather than moving to Wage Schedule P5:

¹ See Attachment 1 for a list of Affected Employees, and primary work functions, as of August 25, 2016. The list of Affected Employees and primary work functions may change in the normal course of business prior to January 1, 2017. The Company will notify the Union of changes to the list of Affected Employees or primary work functions prior to January 1, 2017, and Attachment 1 will be updated accordingly.

Interval	9/18/2016	5/7/2017 \$1,500 lump sum*	5/6/2018
Start	\$16.53	\$16.53	\$16.53
6 Mo.	\$18.03	\$18.03	\$18.03
12 Mo.	\$19.59	\$19.59	\$19.64
18 Mo.	\$21.44	\$21.44	\$21.44
24 Mo.	\$23.03	\$23.03	\$23.40
30 Mo.	\$24.96	\$24.96	\$25.46
36 Mo.	\$27.09	\$27.09	\$27.63
42 Mo.	\$29.41	\$29.41	\$30.00
48 Mo.	\$31.93	\$31.93	\$32.57

* Lump sum bonus to be paid to active regular full-time employees on payroll as of May 7, 2017. This lump sum bonus will be less applicable deductions for federal and state income, social security, and Medicare taxes.

- 2) Effective May 5, 2019, the Affected Employees who have been reclassified to the Sales and Service Technician II job classification will move to Wage Schedule P5, “step to step” (e.g., 48-month step to 48-month step).
- 3) General wage increases and wage progressions which occur after May 5, 2019, will be handled in accordance with Article 19 (“Wage Administration”) of the Illinois Plant Appendix.
- 4) The wage treatment provided for in this Section B will also apply to any new hires and transfers into Sales and Service Technician II positions in a Frontier Illinois exchange² on or after January 1, 2017.
- 5) Consistent with the Company’s long-standing practice, the wage treatment provided for in this Section B will not apply to employees who are on Short-Term Disability or in an inactive status (e.g., Worker’s Compensation, Long-Term Disability) on January 1, 2017. These employees will instead remain at their current wage rate until the employee returns to work, at which time wage treatment provided for in this Section B will apply to these employees.

C. Affected Employees in the CO Primary Work Function and the Affected Employee in the OSP Primary Work Function Primarily Performing Business Work

² See Attachment 2 for a complete list of Frontier Illinois exchanges.

Effective January 1, 2017, those Affected Employees in the CO primary work function will be re-classified to the “Network Technician” classification under the Illinois Plant Appendix and the Monmouth-based Affected Employee in the OSP primary work function who primarily performs business work will be re-classified to the “Sales and Service Technician I” classification under the Illinois Plant Appendix. The base wages for these employees will be incrementally adjusted to the wage rates in Wage Schedule P6 (the Network Technician and Sales and Service Technician I wage schedule in the Illinois Plant Appendix), as follows:

- 1) Effective January 8, 2017, the Affected Employees who have been reclassified to the Network Technician or Sales and Service Technician I job classifications will move to the following temporary wage schedule, “step to step” (e.g., 48-month step to 48-month step), rather than moving to Wage Schedule P6:

Interval	1/8/2017	5/7/2017	5/6/2018
Start	\$16.65	\$16.98	\$17.32
6 Mo.	\$18.00	\$18.36	\$18.73
12 Mo.	\$19.49	\$19.88	\$20.28
18 Mo.	\$21.35	\$21.78	\$22.21
24 Mo.	\$22.92	\$23.38	\$23.85
30 Mo.	\$24.84	\$25.33	\$25.84
36 Mo.	\$26.96	\$27.50	\$28.05
42 Mo.	\$29.26	\$29.85	\$30.45
48 Mo.	\$31.77	\$32.41	\$33.06

- 2) Effective May 5, 2019, the Affected Employees who have been reclassified to the Network Technician or Sales and Service Technician I job classifications will move to Wage Schedule P6, “step to step” (e.g., 48-month step to 48-month step).
- 3) General wage increases and wage progressions which occur after May 5, 2019, will be handled in accordance with Article 19 (“Wage Administration”) of the Illinois Plant Appendix.
- 4) The wage treatment provided for in this Section C will also apply to any new hires and transfers into Network Technician or Sales and Service Technician I positions in a Frontier Illinois exchange on or after January 1, 2017.
- 5) Consistent with the Company’s long-standing practice, the wage treatment provided for in this Section C will not apply to employees on Short-Term Disability or in an inactive status (e.g., Worker’s Compensation, Long-Term Disability) on January 1, 2017.

These employees will instead remain at their current wage rate until the employee returns to work, at which time wage treatment provided for in this Section B will apply to these employees.

4. Performance Bonus Plan

Effective January 1, 2017, (i.e., the 2017 Plan Year) Affected Employees will begin participation in the Performance Recognition Plan under Article 11 of the MIFA #2 CBA (the “PRP”), in accordance with the eligibility provisions of the PRP. Bonus awards earned under the Frontier Illinois CBA’s 2016 Performance Bonus Plan (i.e., the 2016 Plan Year) will be paid to eligible and participating Affected Employees no later than March 31, 2017.

Effective January 1, 2024, there will be no payout for 2024 and beyond.

5. Accredited Service

For any purpose related to an employee benefit, the Affected Employees’ accredited service/service dates shall be determined solely pursuant to and in accord with the terms of the applicable benefit plan; if the terms of the applicable benefit plan do not address the subject, the Affected Employee’s service date shall be as shown in the “service date” column in Attachment 1.

6. Seniority

The Bargaining Unit Seniority Date for the Affected Employees, as shown in the “seniority date” column in Attachment 1, will not change as a result of this Agreement and the seniority lists under the Frontier North and Frontier Illinois CBAs will be merged.

7. Disability Benefits

A. Affected Employees on Short-Term Disability at any time within the 13 calendar weeks prior to January 1, 2017, will continue to be covered by the Frontier Illinois CBA Short-Term Disability and/or Long-Term Disability Plan(s) until the employee returns to work and satisfies the 13-week restoral period provided for in Article 14, Section 14.5, of the Frontier Illinois CBA.

- 1) Upon returning to work and satisfying the 13-week restoral period, the employee will move to the Short-Term Disability and Long-Term Disability provisions under the MIFA #2 CBA and the Illinois Plant Appendix to the MIFA #2 CBA.

- B. The disability of an Affected Employee who is on Long-Term Disability as of December 31, 2016, will continue to be covered under the terms of the Frontier Illinois Long-Term Disability Plan, provided the employee remains “approved” under the terms of the Plan.

8. Active Medical, Dental and Vision Premium Contributions

The Company Contribution Percentage of the Company Premium Caps provided for in Section 7.1.C.ii, Subsections b) through e), of the MIFA #2 CBA will not apply to any employee with a reporting location in a Frontier Illinois exchange on or after January 1, 2017. The Company Contribution Percentage of the Company Premium Caps for these employees will instead remain 77% in 2017, 2018, 2019 and 2020.

- A. For the life of the 2016 MIFA #2 CBA, the Company will not close or consolidate a reporting center in a Frontier North exchange if such closure or consolidation directly results in the involuntary transfer of an employee from a Frontier North reporting location to a Frontier Illinois reporting location.

9. Retirement Benefits

Except as specifically provided in Section 9B and 9C, below, employees in the Frontier North and Frontier Illinois exchanges will continue to participate in separate Retirement Benefit Plans, in accordance with the terms of those Plans.

- A. Except as specifically provided in Section 9C., below, Article 8 (“Retirement Benefits”) of the MIFA #2 CBA and the following MIFA #2 and Illinois Plant Appendix MOAs will not apply to Affected Employees:

- Alltel Pension Conversion
- Frontier Communications 401(k) Savings Plan
- Frontier Communications 401(k) Savings Plan (Company Match)
- Pension Accrual Service
- Pension Plan – Lump Sum Payment Option
- Pension Plan Survivor Benefits
- Retiree Medical Benefits

Except as specifically provided in Section 9C, below, the Retirement Benefits that are currently in the Frontier Illinois CBA will instead continue to apply to Affected Employees, and all Retirement Benefits offered to the Affected Employees will continue to be governed by the contractual provisions from the 2012 Frontier Illinois CBA, Sections 16.6, 16.7 and 16.8, as modified in Attachment 3.

B. New Hires into Frontier Illinois Exchanges and Transfers from Frontier North Exchanges (in Illinois) into Frontier Illinois Exchanges

- 1) New hires into Frontier Illinois exchanges will participate in the MIFA #2 CBA and Illinois Plant Appendix retirement benefit programs for non-pension eligible employees, in accordance with the terms of such plan(s).
- 2) Non-pension eligible employees who transfer from Frontier North exchanges (in Illinois) into Frontier Illinois exchanges will continue to participate in the MIFA #2 CBA and Illinois Plant Appendix retirement benefit programs for non-pension eligible employees, in accordance with the terms of such plan(s).
- 3) Pension eligible employees who transfer from Frontier North exchanges (in Illinois) into Frontier Illinois exchanges will continue to participate in the MIFA #2 and Illinois Plant Appendix retirement benefit programs for pension eligible employees, in accordance with the terms of such plan(s).

C. New Hires into Frontier North Exchanges (in Illinois) and Transfers from Frontier Illinois Exchanges into Frontier North Exchanges (in Illinois)

- 1) New hires into Frontier North exchanges (in Illinois) will participate in the MIFA #2 and Illinois Plant Appendix retirement benefit programs for non-pension eligible employees, in accordance with the terms of such plan(s).
- 2) Non-pension eligible employees who transfer from Frontier Illinois exchanges into Frontier North exchanges (in Illinois) will upon transfer move to participation in the MIFA #2 and Illinois Plant Appendix retirement benefit programs for non-pension eligible employees, in accordance with the terms of such plan(s).
- 3) Pension eligible employees who transfer from Frontier Illinois exchanges into Frontier North exchanges (in Illinois) will upon transfer move to participation in the MIFA #2 and Illinois Plant Appendix retirement benefit programs for pension eligible employees, in accordance with the terms of such plan(s).

10. Construction Work

The following provision from the “Construction Work Functions” MOA in the Frontier Illinois CBA will continue to apply to construction work in Frontier Illinois exchanges:³

A. The Union recognizes due to the changing environment in the telecommunications industry, it is necessary for former construction department employees to be trained and available to perform “customer facing” activities as required by the Company. To this end, notwithstanding Section 2.1 and Section 18.1 of the Illinois Plant Appendix to the MIFA #2 CBA, nothing in the Illinois Plant Appendix, the MIFA #2 CBA, or prior practices shall prevent or limit the right of the Company to utilize contractors to perform construction related work functions.

11. Except as otherwise provided in this Agreement, the provisions of the MIFA #2 CBA and the Illinois Plant Appendix will apply to the Affected Employees, in accordance with the provisions of the MIFA #2 CBA and the Illinois Plant Appendix, effective January 1, 2017.

This Agreement will be effective September 18, 2016, if and only if the Union provides written notification to the Company on or before September 12, 2016, that this Agreement has been ratified by the Frontier Illinois IBEW bargaining unit. The Union negotiations committee agrees to support and recommend this Agreement for ratification. In the event that the Union fails to provide notification of such ratification on or before September 12, 2016, this Agreement, any written materials of any kind related to this Agreement, and any discussions regarding this Agreement will not be considered, utilized, or cited as precedent with respect to future negotiations between the parties or with respect to any other matter.

Frontier Communications of Illinois, Inc.
and Frontier North Inc.

International Brotherhood of Electrical
Workers, Local Union 21

By: _____

By: _____

Michael Kruger
Vice President, Labor Relations
Frontier Communications

William Henne
Vice President/Asst. Business Manager
I.B.E.W. Local Union 21

³ The contractual references in this language have been modified to reflect the applicable provisions in the Illinois Plant Appendix and the MIFA #2 CBA.

International Brotherhood of Electrical
Workers, Local Union 51

By: _____

Corey Stone
Business Manager Representative
I.B.E.W. Local Union 51

International Brotherhood of Electrical
Workers, Local Union 702

By: _____

Greg Millsap
Business Representative
I.B.E.W. Local Union 702

NAME	CITY	SENIORITY DATE	SERVICE DATE	STATUS	Primary Work Function
BALDWIN,JAMES R	LANARK	10/2/2007	10/2/2007	Active Full-Time Regular	OSP
BALLARD,JAMES B	MONMOUTH	1/24/2011	1/24/2011	Active Full-Time Regular	OSP
BARKS,BRIAN L	BENLD	6/27/2005	6/27/2005	Active Full-Time Regular	OSP
BENZ,RYAN G	MONMOUTH	7/6/2010	7/6/2010	Active Full-Time Regular	CO
BERTOLINO,MICHAEL R	CARLINVILLE	6/22/1992	6/22/1992	Active Full-Time Regular	CO
BIGHAM,JOSHUA E	PORT BRYON	5/22/2006	5/22/2006	Active Full-Time Regular	OSP
BUCKLES,JOHN A	MT PULASKI	1/9/1986	1/9/1986	Active Full-Time Regular	OSP
CAMPBELL,JAMES R	MONMOUTH	8/13/2007	8/13/2007	Active Full-Time Regular	OSP*
CARROLL,MATTHEW C	MOUNT OLIVE	1/31/2005	1/31/2005	Active Full-Time Regular	OSP
COLE,MICHAEL	TEUTOPOLIS	4/21/1997	4/21/1997	Active Full-Time Regular	OSP
COWGER,JOHN D	SANDOVAL	10/5/2015	10/5/2015	Active Full-Time Regular	OSP
CRUM,MICHAEL A	RUSHVILLE	6/7/1982	6/7/1982	Active Full-Time Regular	OSP
DEEDS,ROBERT A	HOYLETON	5/6/2002	5/6/2002	Active Full-Time Regular	CO
DENISON II,WILLIAM L	MONMOUTH	4/19/2004	4/19/2004	Active Full-Time Regular	OSP
EADES,LUCAS L	CHESTERFIELD	3/21/2005	3/21/2005	Active Full-Time Regular	OSP
EASLEY,RANDY R	MASON CITY	9/7/1999	9/7/1999	Active Full-Time Regular	OSP
EVANS,THOMAS A	TOWANDA	5/14/1979	5/14/1979	Active Full-Time Regular	OSP
FEHRENBACHER,JORDON M	PROPHETSTOWN	5/30/2006	5/30/2006	Active Full-Time Regular	OSP
FLETCHER,JAMES L	RUSHVILLE	10/2/1998	10/2/1998	Active Full-Time Regular	CO
GHAUST,CLINT A	HOYLETON	12/13/2010	12/13/2010	Active Full-Time Regular	OSP
GOODWIN,JOHN D	JERSEYVILLE	9/21/2015	9/21/2015	Active Full-Time Regular	OSP
HARRIS,SHAUN R	SANDOVAL	2/28/2005	2/28/2005	Active Full-Time Regular	CO
HART,TYSON J	MONMOUTH	3/26/2001	3/26/2001	Active Full-Time Regular	OSP
HAVERLAND,GALE E	LANARK	9/25/1972	9/25/1972	Active Full-Time Regular	CO
HOWARD,SHANE G	ALTAMONT	9/14/1998	9/14/1998	Active Full-Time Regular	OSP
HUMMEL,DONALD L	MT PULASKI	5/10/1982	5/10/1982	Active Full-Time Regular	OSP
JACOBY,JACOB E	CARTHAGE	7/27/2015	7/2/2015	Active Full-Time Regular	OSP
JOHNSON,MATTHEW	ALTAMONT	12/4/2000	12/4/2000	Active Full-Time Regular	OSP
JOHNSON,RONALD D	SHIPMAN	6/1/1971	6/1/1971	Approved Long Term Disability	OSP
KELLEBREW,GLENN W	BUNKER HILL	7/5/2005	7/5/2005	Active Full-Time Regular	OSP
KETTLER,LARRY C	MORRISON	7/10/1978	7/10/1978	Active Full-Time Regular	OSP
KING JR,LARRY D	ALEDO	10/9/2006	10/9/2006	Active Full-Time Regular	CO
KING,JASON L	MONMOUTH	7/14/2010	7/14/2010	Active Full-Time Regular	OSP
KOCHER,CHAD D	SANDOVAL	8/11/2003	8/11/2003	Active Full-Time Regular	OSP
LANGLEY,ANTHONY D	ALTAMONT	6/25/2001	6/25/2001	Active Full-Time Regular	OSP
LEE,DARNAIL J	JERSEYVILLE	4/6/2015	4/6/2015	Active Full-Time Regular	OSP
LIONBERGER,MARK R	CARTHAGE	8/15/2005	8/15/2005	Active Full-Time Regular	OSP
LIONBERGER,MICHAEL	CARTHAGE	4/2/2001	4/2/2001	Active Full-Time Regular	CO
LLOYD,BRIAN W	ALEDO	8/15/2005	8/15/2005	Active Full-Time Regular	OSP
LOWE,THOMAS T	CARTHAGE	3/24/2014	3/24/2014	Active Full-Time Regular	OSP
MANHART,WESLEY P	HERRICK	4/25/1994	4/25/1994	Active Full-Time Regular	OSP
MEYER,STEVEN E	RUSHVILLE	12/8/2014	12/8/2014	Active Full-Time Regular	OSP

NAME	CITY	SENIORITY DATE	SERVICE DATE	STATUS	Primary Work Function
MILLER,JOSEPH C	MONMOUTH	7/27/2015	7/27/2015	Active Full-Time Regular	OSP
MILLER,RANDY	CHESTERFIELD	4/19/1999	4/19/1999	Active Full-Time Regular	OSP
MYERS,THOMAS S	MT PULASKI	10/18/1976	10/18/1976	Active Full-Time Regular	CO
NINNESS,KENNETH W	COFFEEN	6/20/2016	6/20/2016	Active Full-Time Regular	OSP
PARISH,GREGORY D	EAST DUBUQUE	2/7/2011	2/7/2011	Active Full-Time Regular	OSP
PARKER,BRENT D	ALTAMONT	8/14/2000	8/14/2000	Active Full-Time Regular	OSP
RAMSEY,ROBERT L	JERSEYVILLE	2/14/1994	2/14/1994	Active Full-Time Regular	CO
ROBISON,DAVID E	CARTHAGE	10/5/2004	10/5/2004	Approved Long Term Disability	OSP
SCHMIDT,ROBERT J	JERSEYVILLE	7/18/1978	7/18/1978	Active Full-Time Regular	CO
SCHMITZ,PAUL J	MOUNT OLIVE	10/30/1989	10/30/1989	Active Full-Time Regular	CO
SCHUBERT,EUGENE D	LANARK	3/12/2001	3/12/2001	Active Full-Time Regular	OSP
SCOGGINS,ROBERT B	JERSEYVILLE	8/13/2001	8/13/2001	Active Full-Time Regular	OSP
SHARP,TOM	ALEDO	10/18/1999	10/18/1999	Active Full-Time Regular	OSP
SHOPINSKI,TIM R	HOYLETON	6/27/2005	6/27/2005	Active Full-Time Regular	OSP
SMITH,JAMES A	HARDIN	10/12/2015	10/12/2015	Active Full-Time Regular	OSP
SPARKS,GREGG A	ALTAMONT	5/17/1999	5/17/1999	Active Full-Time Regular	CO
SPENCER,STEVEN S	BENLD	7/5/2005	7/5/2005	Active Full-Time Regular	OSP
STANTON,ADAM W	CARLINVILLE	11/23/2010	11/23/2010	Active Full-Time Regular	OSP
STEINHORST,STACY M	COLLUM	3/31/2008	3/31/2008	Active Full-Time Regular	OSP
STIRN,RITCHARD W	ALEDO	4/26/2004	4/26/2004	Active Full-Time Regular	OSP
TAYLOR,KENNETH A	DANVERS	5/23/2016	5/23/2016	Active Full-Time Regular	OSP
TUTTLE,RONALD K	PORT BRYON	8/13/2007	8/13/2007	Active Full-Time Regular	CO
VASQUEZ,NICK	MONMOUTH	10/19/1999	10/19/1999	Active Full-Time Regular	CO
VIPOND,STEVEN A	ALEDO	3/13/1978	3/13/1978	Active Full-Time Regular	OSP
WALDEN,CODY R	JERSEYVILLE	6/1/2015	6/1/2015	Active Full-Time Regular	OSP
WATWOOD,PATRICK D	HOYLETON	9/8/2003	9/8/2003	Active Full-Time Regular	OSP
WILKINSON,KYLE R	HERRICK	6/27/2005	6/27/2005	Active Full-Time Regular	OSP
WILLIAMS,RANDALL R	MOWEAQUA	9/26/1988	9/26/1988	Active Full-Time Regular	OSP
WILLIAMS,THOMAS A	MORRISON	10/16/2000	10/16/2000	Active Full-Time Regular	CO
WOLLAM,SCOTT B	MORRISON	9/28/2007	9/28/2007	Active Full-Time Regular	OSP

* Primarily performs business functions

Attachment 1: List of Affected Employees as of August 25, 2016

Attachment 2: Frontier Communications of Illinois, Inc. Exchanges

ABINGDON	DONNELSON	KAMPSVILLE	POLO
ADDIEVILLE	DORCHESTER	KEITHSBURG	PORT BYRON
ALBANY	DOW	KEMPTON	PREEMPTION
ALEDO	DUBOIS	KEYESPORT	PROPHETSTOWN
ALEXIS	EAST DUBUQUE	KILBOURNE	RAMSEY
ALPHA	EDGEWOOD	KIRKSVILLE	RIO
ALTAMONT	ELIZA	KIRKWOOD	ROSEVILLE
ANDOVER	ELVASTON	LANARK	RUSHVILLE
ARENZVILLE	ERIE	LATHAM	SANDOVAL
ASHLEY	FAIRPLAY, WI	LITTLE YORK	SAUNEMIN
BARTELSON	FARINA	LONDON MILLS	SCOTTVILLE
BASCO	FERRIS	LYNDON	SEATON
BATCHTOWN	FIELDON	MASON CITY	SEFTON
BATH	FILLMORE	MATHERVILLE	SHANNON
BEECHER CITY	FINDLAY	MEDORA	SHATTUC
BENLD	FLANAGAN	MILLEDGEVILLE	SHERRARD
BIGGSVILLE	FULTON	MODESTO	SHIPMAN
BOWEN	GILLESPIE	MONMOUTH	SHUMWAY
BROWNSTOWN	GRAYMONT	MORRISON	SORENTO
BRUSSELS	GREENVIEW	MOWEAQUA	ST. ELMO
BUNKER HILL	GULFPORT	MT. OLIVE	ST. PETER
CARLINVILLE	HAMBURG	MT. PULASKI	STRONGHURST
CARTHAGE	HAMILTON	MULBERRY GROVE	SUTTER
CHADWICK	HAMPTON	NAUVOO	TAMAROA
CHESTERFIELD	HARDIN	NEW BOSTON	TAMPICO
CHESTNUT	HERRICK	NEW DOUGLAS	TEUTOPOLIS
COFFEEN	HETTICK	NEW MINDEN	THOMAS
COLETA	HILLSDALE	NIOTA	TOWANDA
CONCORD	HOFFMAN	NORTH HENDERSON	WALTONVILLE
COOKSVILLE	HOOPPOLE	OCONEE	WARSAW
CORDOVA	HOYLETON	OQUAWKA	WATSON
CULLOM	INA	ORION	WOODBURN
DALLAS CITY	IRVINGTON	PATOKA	WOODLAWN
DANVERS	JERSEYVILLE	PITTSBURG	
DEPUE	JOY	POCAHONTAS	

Attachment 3: Frontier Illinois CBA Retirement Language

16.6 Pension Plan: The benefits of employees under the Frontier Communications Pension Plan (formerly known as the Citizens Pension Plan and hereinafter referred to as the “Pension Plan”) will be as follows:

16.6.1 Grandfathered Employees

16.6.1.1 Grandfathered Employees are employees who were covered under Appendix XVIII of the Pension Plan on August 2, 2003, and who on that date: (1) had at least forty-five (45) points (age plus years of credited service); and (2) had at least ten (10) years of service.

16.6.1.2 Except as provided in Section 16.6.1.3 below, Grandfathered Employees shall continue to accrue benefits under Appendix XVIII of the Pension Plan until the date they separate from service.

16.6.1.3 Once a Grandfathered Employee attains seventy-six (76) points and has thirty (30) years of service, if the Grandfathered Employee elects not to retire, then after three (3) full calendar months (or as of January 1, 2007, if later) his/her further pension accruals shall be under Appendix I-B of the Pension Plan.

16.6.1.3.1 For Grandfathered Employees who attained seventy-six (76) points and thirty (30) years of service by September 30, 2006, the provisions of 16.6.1.3 did not take effect until December 31, 2006.

16.6.2 Other Employees Hired Prior to August 3, 2003

16.6.2.1 Employees who were covered under Appendix XVIII of the Pension Plan on August 2, 2003, who do not meet the definition of a Grandfathered Employees as provided for in Article 16, Section 16.6.1, continued to accrue benefits under Appendix XVIII of the Pension Plan until September 1, 2003.

16.6.2.2 Beginning September 1, 2003, employees who were covered under Appendix XVIII of the Pension Plan on August 2, 2003, who do not meet the definition of a Grandfathered Employee as provided for in Article 16, Section 16.6.1, accrue further pension benefits under Appendix I-B of the Pension Plan.

16.6.3 Employees Hired On or After August 3, 2003

16.6.3.1 Employees hired on or after August 3, 2003, are not eligible to participate in the Pension Plan.

16.6.4 Lump Sum Pension Distributions for Pension Benefits Accrued Under Appendix XVIII

16.6.4.1 The Company and Union agree to protect employees who are eligible to retire on or before December 31, 1999 from adverse implications from GATT legislation.

16.6.4.2 Employees eligible to retire on or before December 31, 1999. All employees who are eligible to retire on or before December 31, 1999, and who are eligible for lump sum pension distributions, will be eligible to receive the greater of the following two lump sum calculation options for pension benefits accrued under Appendix XVIII in accordance with Section 16.6.1 or Section 16.6.2:

OPTION 1: "A + B"

A. For any lump sum benefits accrued under Appendix XVIII through 12/31/2010, the value of the benefit paid to the employee in a single lump sum distribution is calculated using the better (highest) of the following three assumptions:

1. US Treasury Rates (10 Year Treasury Bond Rates)
2. PBGC Rates
3. GATT Rates (30 Year Treasury Bond Rates)

PLUS

B. For any lump sum benefits accrued under Appendix XVIII on or after January 1, 2011, the value of the benefit paid to the employee in a single lump sum distribution is calculated using the PPA Assumptions (Corporate Bond Rates).

OPTION 2: "C"

C. For ALL lump sum benefits accrued by the employee under Appendix XVIII, the value of the benefit paid to the employee in a single lump sum distribution is calculated using the PPA Assumptions (Corporate Bond Rates).

16.6.4.3 Employees eligible to retire on or after January 1, 2000

All employees who are eligible to retire on or after January 1, 2000, and who are eligible for lump sum pension distributions, will be eligible to receive the greater of the following two lump sum calculation options for pension benefits accrued under Appendix XVIII in accordance with Section 16.6.1 or Section 16.6.2:

OPTION 1: "A + B"

A. For any lump sum benefits accrued under Appendix XVIII through 12/31/2010, the value of the benefit paid to the employee in a single lump sum distribution is calculated using the better of (highest) of the following two assumptions:

1. US Treasury Rates (10-year Treasury Bond Rates)
2. GATT Rates (30 Year Treasury Bond Rates)

PLUS

B. For any lump sum benefits accrued under Appendix XVIII on or after January 1, 2011, the value of the benefit paid to the employee in a single lump sum distribution is calculated using the PPA Assumptions (Corporate Bond Rates).

OPTION 2: "C"

C. For ALL lump sum benefits accrued under Appendix XVIII by the employee, the value of the benefit paid to the employee in a single lump sum distribution is calculated using the PPA Assumptions (Corporate Bond Rates).

16.6.5 Eligibility requirements and terms of coverage under the ALLTEL Plan for Hourly Employees' Pensions are set forth in Appendix XVIII of the Pension Plan.

16.7 Retiree Medical Benefits

16.7.1 Except as provided in Section 16.7.2 below, Grandfathered Employees (as defined in Section 16.6.1.1) shall upon their retirement be covered by the Citizens Retiree Medical Plan that was in effect on August 2, 2003.

- 16.7.2 Once a Grandfathered Employee (as defined in Section 16.6.1.1) attains seventy-six (76) points or has thirty (30) years of service, he/she will be eligible for the Frontier Retiree Medical Plan in effect at the time of retirement.
 - 16.7.2.1 For Grandfathered Employees (as defined in Section 16.6.1.1) who attained seventy-six (76) points and thirty (30) years of service by September 30, 2006, the provisions of 16.7.2 did not take effect until December 31, 2006.
- 16.7.3 Retiree medical benefits under Sections 16.7.1 or 16.7.2 shall be provided from the first day of the month following the Grandfathered Employee's date of retirement after the effective date of this Agreement until the Grandfathered Employee becomes eligible for Medicare (the "Ending Date"). For the avoidance of any doubt, the parties agree that in no event shall the Company have an obligation to continue retiree medical benefits for such retirees beyond the Ending Date under any circumstance and that retiree medical benefits under this Section 16.7 shall terminate on the Ending Date, irrespective of contract expiration or any extension of the collective bargaining agreement.
- 16.8 401(k) Savings Plan: Regular Full-time and Regular Part-time Employees shall be eligible to participate in the Frontier Communications 401(k) Savings Plan (formerly known as the Citizens 401(k) Savings Plan and hereinafter referred to as the "Savings Plan") in accordance with the eligibility provisions of the Savings Plan and subject to Section 16.8.2, below. The terms of such participation generally shall be in accordance with the provisions of the Savings Plan as in effect from time to time, but shall include the following special features:
 - 16.8.1 An employee may elect to make voluntary pre-tax and/or after-tax contributions of any whole percentage of eligible compensation during a payroll period up to legally allowed maximums (no more than 75% for pre-tax and 50% for after-tax).
 - 16.8.2 Employees who are not eligible to participate in the Pension Plan shall be eligible for the following Savings Plan provisions:
 - 16.8.2.1 Company Matching Contribution: the Company will match 50% of each eligible employee's contribution to the Savings Plan, up to the first six percent (6%) of eligible compensation (subject to a maximum Company matching contribution of 3% of eligible compensation per pay period and to the five-year graded vesting schedule provided for in Section 16.8.2.3).

16.8.2.2 Fixed Company Contribution: for the life of this Agreement, the Company will make a fixed contribution equal to three percent (3%) of eligible compensation to each eligible, active employee's Savings Plan account, regardless of whether or not the employee elects to contribute any of his/her income to the Savings Plan. This fixed contribution will be made to each eligible, active employee's Savings Plan account each pay period or as soon thereafter as administratively possible.

16.8.2.3 Vesting of Contributions: Effective January 1, 2010, the following five-year graded vesting schedule applies to both the Company Matching Contribution and the Fixed Company Contribution for newly hired employees:

Years of Service	Vesting
Less than 2 Years of Service	0%
2 Years of Service	40%
3 Years of Service	60%
4 Years of Service	80%
5 Years of Service	100%