

**AGREEMENT OF
RECOGNITION,
BARGAINING PROCEDURE
AND
OPERATING CONTRACT**

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA



Contract Dated: August 5, 2018

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AGREEMENT

This Agreement is made as of August 5, 2018, by and between Frontier Southwest Incorporated, or its successors, hereinafter referred to as the "Company" or "Management" and the Communications Workers of America, hereinafter referred to as the "Union" or "CWA", and the employees of the Company in the Bargaining Unit.

This collective bargaining agreement shall be binding on the Union and the Company, and their successors and assigns, and shall continue in full force and effect. In the event of the sale or other transfer of the business covered by this collective bargaining agreement or any part of the business that employs CWA represented employees. As a condition of the sale or other transfer of the business covered by this collective bargaining agreement or any part of the business that employs CWA represented employees, the Company shall require the sub-lessee, assignee, purchaser, transferee or other successor(s) to assume and adopt the terms and conditions of this collective bargaining agreement in writing and to continue to recognize the Union as the sole bargaining agent for the employees covered by this collective bargaining agreement. A copy of such assumption and adoption of the terms and conditions of the collective bargaining agreement, and recognition of the Union, by the sublessee, assignee, purchaser, transferee or other successor(s) shall be provided to the Union at least thirty (30) business days prior to the effective date of such sale or transfer and shall be subject to a lawful confidentiality agreement executed by the Union. Nothing in the confidentiality agreement shall in any way bar or interfere with the Union's ability to effectively enforce the instant agreement in the courts, arbitration, or at the National Labor Relations Board, nor shall the Union be prevented from using documents provided pursuant to this provision in the forum of its choosing to obtain such a remedy. In the event the Union seeks to use such documents in any forum, it will advise the Company in advance of its desire to do so, and if the Company so requests, the Union will attempt to file them under seal. The Union further agrees that it will support any Company request in any forum to maintain such documents under seal.

Both parties reaffirm their intention that the provisions of this Agreement will continue to be applied without discrimination because of race, color, age, religion, national origin, sex, mental or physical handicap or veteran status of the employee.

ARTICLE 1 UNION RECOGNITION

Section 1. Designation of Bargaining Unit

- 1.1 The Company recognizes the Union as the exclusive collective bargaining agency for all nonsupervisory, nonprofessional, and nonadministrative employees within the Company with the exception of: (a) secretaries or clerical employees who handle confidential personnel information and who report directly to Company Officers, Directors, General Managers, Area Managers, Regional Managers, Section Managers, and Department Managers; (b) employees of Security and Human Resources departments; (c) employees of the Payroll Processing Section of the Accounting Department; and (d) designated employees of the Office Services Section and designated employees of Accounts Payable Section that are responsible for executive expense vouchers.

Note: The Company agrees to use no more than an aggregate of twenty (20) people in the Office Services Section and Accounts Payable Section unless agreed to by the Union.

Section 2. Recognition

2.1 The Company agrees in the manner hereinafter described to meet and bargain with the representatives of the Union with respect to grievances, wages, hours of employment, and working conditions.

Section 3. Responsible Relationship

3.1 The Company and the Union recognize that it is in the best interests of both parties, the employees and the public that all relationships between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accordance with its intent and meaning. The parties will endeavor to improve this relationship and apply the terms of the Agreement consistent with providing the best communications service, efficient work and recognizing the Company's status as a public service company.

3.2 The parties also recognize that their mutual long-term success in the face of increased competition in the communications industry will be dependent on the provision of high quality products and services as well as increased sensitivity at all levels to competitive activity and to customer needs, expectations and perceptions. Both parties agree in principle that these challenges require increased individual and collective emphasis on involvement, teamwork, innovation, pride and commitment to quality. The parties will endeavor to support and promote the acceptance of these principles by all employees at all levels.

3.3 It is mutually recognized that the preceding paragraphs 3.1 and 3.2 are but a statement of broad principle and as such are exempt from the provisions of Article 3.

Section 4. Introduction of Stewards

4.1 The Company agrees, where practical, to introduce all new employees who are covered by this Agreement to the Union Steward in the department the employee is assigned. In those locations where it would not be practical due to travel, etc., the supervisor will furnish the new employee with the name, telephone number and address of the Union Steward (as currently available and as provided by the Union) as a part of the orientation process.

Section 5. No Strike - No Lock-Out

5.1 The Company and the Union agree that during the term of this Agreement there shall be no lock-outs. The Union and the Company agree that during the same period neither the Union nor its agents will authorize, instigate, aid, condone, or engage in work stoppage, slow down, sympathy strike or strike. In the event any such work stoppage, slow down, sympathy strike or strike or threat thereof should occur, the Union and its officers will do everything within their power to end or avert the same.

ARTICLE 2 DEFINITIONS

1. **Basic Wage Rate, Basic Rate** – The hourly rate of pay determined by the wage schedule for the job; it excludes differentials, premiums, and other extra payments.
2. **Calendar Week** – A consecutive period of seven (7) days, the first day of which is Sunday.
3. **Continuous Service Date** – The last date of employment less allowable deductions.
4. **Department** – For the purposes of this Agreement, the following are recognized as departmental entities:
 - 4.1 Operations
 - 4.2 Operator Services
 - 4.3 Supply & Transportation
 - 4.4 Network Engineering
 - 4.5 Planning
 - 4.6 Human Resources Services
 - 4.7 Safety
 - 4.8 Education & Training
 - 4.9 Public Affairs
 - 4.10 Sales
 - 4.11 Revenue & Earnings
 - 4.12 Business Relations
 - 4.13 Accounting
 - 4.14 Information Management
 - 4.15 Budget
 - 4.16 Security
 - 4.17 Internal Audit
 - 4.18 Treasury
 - 4.19 Legal
5. **Differential Pay** – An additional payment given for certain responsibilities or positions assigned to employees by the Company.
6. **Discharged** – The involuntary discontinuance of employment with the Company when the employee is terminated for cause.
7. **Discipline** – The application of Company-initiated procedures or actions designed to correct unsatisfactory employee performance and involving an action lesser than discharge.
8. **Employee** – The general term "employee" refers to those who perform the work of the Company for a regular stated compensation and the nature of whose work duties are within the scope of the collective bargaining unit.
9. **Employee, Full-Time** – One whose normal assignment of work is forty (40) hours per week.
10. **Employee, Located** – One who is assigned to work in a definite location or specific headquarters as the principal location of employment for all purposes.

11. **Employee, Non-Regular** – A person who is not hired for continuous employment, does not accumulate credited service, and is not entitled to benefits such as pensions, vacations, sick leaves, etc., which accrue to regular employees.
12. **Employee, Occasional** – A person who has no normal weekly assignment of work, but works on a voluntary basis as required by the Company to meet unusual service demands, to replace absentees, and for such other purposes as may arise. An occasional employee is an employee of the Company only on the day which the employee works.
13. **Employee, Part-Time** – One whose normal assignment of work is less than forty (40) hours per week, whose assigned or scheduled tour is not less than three (3) hours and who may be called to work at the Company's request outside of the assigned or scheduled hours.
14. **Employee, Probationary** – A person engaged by the Company with intent of assignment as a regular employee who has not acquired one hundred eighty (180) days uninterrupted service, or its actual work time equivalent, and may be terminated for failure to meet Company standards of employment.
15. **Employee, Regular** – One who is hired for continuous employment, has been reclassified from probationary employment as defined in Section 14, accumulates net credited service, and is entitled to all the benefits and coverages as granted in this Agreement.
16. **Employee, Temporary** – A person who is employed for a continuous work period, not to exceed six (6) months, when additional work of any nature requires a temporarily augmented force or when replacements are required for regular employees who are absent.
17. **Employee, Term** – One whose employment is intended to last longer than six (6) months but no longer than thirty-six (36) months, has been reclassified from probationary employment as defined in Section 14, accumulates net credited service, and is entitled to all benefits provided to regular full-time employees with the exception of the Income Security Plan (ISP) and Termination Allowance. Term employees are hired with the understanding that they will remain in the same occupational title for the duration of their term of employment and are not eligible for the provisions outlined in Article 17. Term employees will be used for work requirements that are expected to last no longer than six (6) to thirty-six (36) months.
18. **Employee, Unlocated** – One who is not assigned to work in a definite location or specific headquarters, but rather is assigned to any locality within the Company as needed according to work requirements.
 - 18.1 Unlocated employees do not have a principal location of employment and are assigned to work at various locations for non-specific periods of time as service requirements may demand.
19. **Headquarters** – An exchange, location or town designated by the Company as being the place of employment for a particular employee or employees and on which location the employee's basic wage rate is established.

20. **Holiday Work** – Any work or tour which begins on an authorized holiday.
21. **In-charge** – Refers to the status of a Bargaining Unit employee who has been assigned certain responsibilities additional to the normal and usual duties for the employee's job title classification. These responsibilities may entail direction and coordination of work performed by other employees and proper usage of tools and equipment employed to perform such work.
22. **Laid Off, Lay Off** – The termination of an employee from active employment by reason of insufficient work.
23. **Net Credited Service** – Term used to express the aggregate of the years, months and days of active employment with this Company or any of its predecessors or an affiliate of Verizon Corporation which will be recognized by the Company with respect to each employee. Active employment will include only that time for which the employee actually receives pay or is on authorized union or military leave of absence, and will not include time for which the employee receives Workers' Compensation as a result of being totally and permanently disabled in excess of two (2) years. Active employment will be computed in terms of whole workdays.
24. **Premium Pay** – The amount in addition to basic rates which an employee is paid for working less desirable hours (night or evening) or days (Sundays or holidays).
 - 24.1 Holiday premium pay shall be considered to be the pay an employee will receive for the holiday if they do not work, or the amount in excess of their regular rate if they do work on the holiday.
25. **Reclassification** – Is a change in the position title of an employee.
26. **Regular Rate of Pay** – The hourly compensation of the particular employee during the particular work week as determined by the sum of the employee's basic rate times hours worked plus any night tour premiums plus any Christmas or New Year's Eve premiums plus any differential pay divided by the total hours worked in the week.
27. **Released** – Termination of employment by Company action when the employee's qualifications for telephone work are not satisfactory and no disciplinary action is involved.
28. **Relocate** – The change of an employee from one location to another on a voluntary or involuntary basis.
29. **Resigned** – Voluntary severance of employment by choice of the employee.
30. **Retired** – Termination of employment by attainment of adequate net credited service.
31. **Scheduled Hours** – Hours falling within an employee's scheduled tour. Any of the hours which are officially posted on the work schedule for a particular employee to work.
32. **Seniority** – The computed employment service according to which an employee can receive certain preferential treatments to such extent as specifically named within this Agreement.

33. **Service Emergencies** – That period of time or condition when service to the public, the welfare of the employees and/or the Company is or would be in jeopardy unless temporary measures are applied in an expedient manner, as determined by the Region President.
34. **Service Requirements** – The requirements that are necessary to provide adequate and satisfactory telephone service to telephone customers and to efficiently and effectively perform the work necessary to economic operation.
35. **Session** – That portion of a tour of duty which occurs from the time employees report for work until they are excused for mealtime or from the time they return from their excused meal time until they have completed the scheduled day of work.
36. **Sunday Work** – Any work or tour which begins on Sunday.
37. **Termination Date** – If employees terminate their employment with this Company voluntarily or involuntarily, the official date of termination shall be the last day they are entitled to payment for services from the Company.
38. **Tour** – The entire scheduled workday of an employee, which will be eight (8) hours or less.
39. **Transfer** – The change of an employee from one job title classification to another with or without relocation.
40. **Work Day** – The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour or call-out is part of the workday on which such tour or call-out begins.
41. **Workweek** – The workweek shall begin on Sunday at 12:01 a.m. and end on the following Saturday at 12:00 p.m.

ARTICLE 3 GRIEVANCE PROCEDURE

Section 1. Definitions

- 1.1 A grievance is a complaint by the Union:
 - 1.1.1 Alleging violation of the provisions, or application of the provisions, of this Agreement.
 - 1.1.2 Alleging that an employee, or group of employees, has been subjected to discrimination by the Company.
 - 1.1.3 Alleging that an employee has been discharged, suspended, demoted or otherwise disciplined without sufficiency of cause.
 - 1.1.4 Alleging that an employee has suffered improper loss, or reduction of, any established benefits arising out of the job or of employment with the Company.

1.1.5 Alleging that an employee, or group of employees, is subjected unduly to hazardous or unsafe working conditions beyond the normal exposures inherent to the job assignment.

1.1.6 Alleging violation of public laws governing wages, hours, and the conditions of employment.

1.2 "Working Days" as used in this Article shall not include Saturdays, Sundays or holidays.

Section 2. Intent of Grievance Procedure

2.1 It is the intent of both parties that grievances filed shall be processed with sincerity and dispatch.

Section 3. Reporting of Grievances

3.1 In presenting grievances, the statement of grievance shall describe in substance the specific matters complained of, briefly, but in sufficient detail that dates, time if pertinent, occurrences, and the nature of the circumstances causing the grievance can be identified readily. The names and locations of employees concerned shall also be given where the grievance relates to specific employees as opposed to a general complaint.

3.1.1 There shall be a statement as to the specific section, or sections, of this Agreement believed to have been violated or misinterpreted. If the grievance is not based on the foregoing, then the statement shall include information as to the foundation for the complaint.

3.1.2 Grievances to be presented to Step 2 of the grievance procedure, and thereafter, shall be in writing and contain the above required information.

3.2 Grievances (except involving discipline, discharge, suspension or disciplinary demotions) shall be presented to the Company within thirty (30) days of the action complained of or within thirty (30) days from the time when the employee first learns of the grievance, whichever is later. If the grievance is not presented within these time limits, it shall not be considered a grievance under the terms of this Agreement except by mutual consent.

3.3 Grievances arising as a result of a discharge, suspension, disciplinary demotion or discipline shall be presented within ten (10) days.

3.4 Requests for meetings shall include notice of time, place, purpose and names of those expected to attend on behalf of the Union. The place and time shall be mutually agreed upon with each party giving due consideration to the convenience of the other.

3.4.1 At any meeting held under this Article for the adjustment of a grievance, any person present shall be afforded full opportunity to present any facts and arguments pertaining to the matter under consideration.

- 3.4.2 The Union and/or the Company may take minutes or notes during the meeting for its own purpose by stenographic or other similar means. Either party alternately may secure the services of a professional stenographer or court reporter, in which case the other party, at request, shall be provided a copy at its own cost for reproduction.

Section 4. Grievance Steps and Disposition

- 4.1 Generally, grievances shall be presented by the Union representatives and processed through the following procedure:

Prior to the first step meeting, an informal resolution meeting between the supervisor and employee should take place. The employee may request to have a local Union steward present for this discussion. If the issue is not resolved at this meeting and the Union desires to move forward with the grievance process, a joint investigation may be appropriate. Such investigation should be performed by the first level supervisor and the local Union steward prior to the first step meeting.

Step 1 - The Company will be represented by second and third level management or a representative with the authority to settle the grievance. The Union will provide a committee of local Union representatives, including the grievant. Pay shall be allowed for not more than three (3) employees including the grievant.

Step 2 - The Company will be represented by a Labor Relations Manager or a representative with authority to settle the grievance. The Union will be represented by a Staff Representative and a local Union representative(s). The grievant may only be present for grievances involving suspension or termination, unless otherwise agreed to between the parties. Pay shall be allowed for up to two (2) employees.

- 4.2 Circumstances permitting, the Company agrees to meet with the Union representative within ten (10) working days after a request for grievance meeting is received. If the Company fails to meet within ten (10) working days and if no mutual agreement exists for a later date, the Company shall be considered in default and the Union may immediately request a meeting at the next higher step.

- 4.3 If the grievance is not settled at the initial step and the Union elects to present the grievance to the second step, it must do so within fifteen (15) working days following receipt of the Company's decision.

4.3.1 The Union will explain the appeal to the second step so as to present its position in each such appeal.

- 4.4 When the Union has presented a grievance in writing, the decision of the Company shall be in writing and shall be submitted to the Union within ten (10) working days after the final conclusion of any negotiations at first step and within fifteen (15) working days of second step. Failure of the Company to submit its decision within the time limits specified shall be considered a default unless the parties agree to a later date, and the Union may immediately request a meeting at the next higher step.

- 4.4.1 Failure of the Company to meet at Step 2 within the time limit specified, or to submit its decision at Step 2 within the time limits specified, shall be considered completion of the grievance procedure.
- 4.4.2 Time limits shall be measured from the postmarked date of the written instrument, when properly addressed, from verified date of hand-delivery or from verified date of electronic delivery.
- 4.5 If the grievance is not submitted to the next applicable level as outlined in this Article within the time limits specified, it shall be considered settled and shall not be eligible for further appeal except by mutual agreement between the Company and the Union.
- 4.6 By mutual agreement between representatives of the Company and the Union, time limits as outlined in this Article may be modified.
- 4.7 Once a grievance has been presented by the Union to the Company, representatives of the Company will not settle nor attempt to settle such grievance with an employee or employees unless a Union representative has been given an opportunity to be present.
- 4.8 Nothing in this Article shall be construed to deprive any employee or group of employees from presenting individually to the Company any complaint and to have such complaints adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and provided further that a Union representative has been given opportunity to be present at such adjustment.

Section 5. Grievance Meetings During Working Hours

5.1 When representatives of the Union attend grievance conferences with representatives of the Company, they shall suffer no loss of basic pay at straight time rate plus any applicable differential and/or premium payments for time spent in actual meeting and such necessary travel time as may be mutually agreed to, subject to the following provisions:

5.1.1 Pay shall be allowed only if such meetings are held during such employee's scheduled working hours and only if such employee would have worked had they not attended such meetings.

5.2 Second step meetings for grievances involving suspensions and terminations will be held in the District where the employee is located.

Second step meetings for all other issues will be held in Irving, TX; San Angelo, TX; or Austin, TX, as follows. Other meeting locations may be arranged by mutual agreement.

Irving, TX

Metro District
Twin Cities District
Eastern District

San Angelo, TX

West Central District

Austin, TX

Gulf District
University District
Valley District

5.3 Such time paid for in accordance with this Section shall be considered as time worked.

Section 6. Investigation of Grievances

- 6.1 The Company agrees to cooperate with the Union in investigation of any grievance provided prior notice has been given and approval obtained at the proper level of the organization.

Section 7. Other Methods of Settling Grievances

- 7.1 Nothing in the foregoing procedure shall be interpreted to prevent either the Company or the Union from, by mutual choice in unusual cases, dealing directly with one another or on other basis than herein set out, by mutual agreement between them.

Section 8. Discussion of Other Matters

- 8.1 Union representatives may meet with the Company at any reasonable time for the purpose of discussing informal complaints concerning working conditions or problems not specifically covered by the provisions of this Agreement. The parties will strive toward solution of any such problems presented, but failure to reach agreement shall not, of itself, qualify the subject matter as a grievance.

Section 9. Arbitration of Grievances

- 9.1 A grievance which has not been satisfactorily settled after it has been presented in writing and processed completely through the grievance procedure contained in this Article may be submitted to arbitration by the Union notifying the Company in writing within sixty (60) days and the American Arbitration Association within ninety (90) days from the date of the Company answer at the third step (or the date of the default by the Company) provided the grievance concerns:
- 9.1.1 The interpretation, application or alleged violation of the terms of this Agreement;
 - 9.1.2 The discharge, suspension, demotion or materially disciplining of any employee having more than one (1) year of net credited service with the Company.
- 9.2 In the event that either party to this Agreement elects to submit an arbitrable grievance to arbitration, the parties agree that the matter shall be so submitted and agree that such submission shall be to a single arbitrator.
- 9.3 The arbitrator shall be designated by the American Arbitration Association in accordance with the then existing rules and procedures of the Association.
- 9.3.1 The arbitration shall be conducted under the then existing rules of the Association.
- 9.4 The arbitrator shall be confined to the subjects submitted for decision and may in no event as a part of any such decision impose upon either party any obligation to arbitrate any subjects which have not been agreed upon as subjects for arbitration, nor may the arbitrator as a part of any such decision effect reformation of this Agreement or otherwise alter any of its provisions.

- 9.4.1 In rendering the decision, the arbitrator shall be confined to the specific issue and to the matters set forth in 9.1.1 and 9.1.2 of this Article as may be appropriate.
- 9.4.2 The arbitrator shall not possess authority to assess damage or punitive payments against either party to the other.
- 9.4.3 The arbitrator shall have authority to include in the order an award for money restitution to any employee, or employees, when improper payment, or failure to make proper payment, is a point at issue in the specific complaint. In making any such award for restitution, however, the arbitrator will follow the "make whole" concept and no more.
- 9.5 The decision of the arbitrator shall be rendered without delay and shall be final and binding on all parties and shall be enforceable in a court of law.
- 9.6 Each party shall bear the expense of presenting their own case and shall share equally the expenses of the arbitrator and the general expense of the arbitration.
- 9.7 The grievance procedure and arbitration provided herein shall constitute the sole and exclusive method of determining adjustments for settlement between the parties of any and all grievances as herein defined, and the grievance procedure and arbitration provided herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment, or settlement of any and all grievances as herein defined.
 - 9.7.1 Nothing in this Section is intended to impair the right of either the Company or the Union to apply to the National Labor Relations Board for relief from unfair labor practices as defined in the National Labor Relations Act.

ARTICLE 4 WAGES

Section 1. Wage Rates

- 1.1 The wages attached as Appendix A to this Agreement shall prevail for the duration of this Agreement and shall be considered a part of it.
- 1.2 Changes or revision in the wage rates attached shall not be subject to arbitration except by mutual agreement between the Company and the Union.
- 1.3 The wage rates attached for purposes of this Agreement are hereby defined as basic wage rates or basic rates.

Section 2. Administration

- 2.1 Appendix A also includes the wage schedules which indicate the progression intervals and basic wage rates. The basic hourly wage rate assigned to each employee shall be based on the following:
 - 2.1.1 Job Classification;

2.1.2 Designated Work Location (where applicable).

2.2 An employee's positioning on any wage progression schedule is determined by classification, reclassification, and related contractual procedures and not by net credited service, as such. Thus, the positioning may not necessarily be immediately related to actual net credited service.

Section 3. New Job Titles and Descriptions

3.1 The Company shall have the right in its discretion to establish new job titles to maintain efficient operation.

3.2 The Company shall furnish to the Union new job titles as they are created.

Section 4. Change of Job Titles

4.1 The Company shall have the right to review and to change job titles based on the content of the job and the work being performed.

4.2 The Company will advise the Union of any changes in job titles and descriptions.

Section 5. Union Right to Review New or Revised Jobs

5.1 The Union will have the right to review each job description jointly with the Company with Labor Relations if initiated within thirty (30) days from the time each new or revised job description is presented to the Union if it is deemed that a more accurate description is necessary to reflect the actual job classification.

ARTICLE 5 DIFFERENTIAL PAY

Section 1. Management Relief Differential

1.1 Hourly employees who are designated by management to temporarily relieve or substitute for an employee paid on a salaried basis will receive an in-charge differential of one dollar (\$1.00) per hour, provided such assignment is for a continuous period of one (1) hour or more.

Section 2. Radio License Differential

2.1 Employees who are required to have a second class or higher radio license will be paid five cents (\$0.05) per hour differential. This differential applies to Group H and Group HH jobs only.

Section 3. Working Leader Differential

3.1 A differential of forty-five cents (\$0.45) per hour above the basic hourly rate shall be paid to an employee designated by the Company to be a Working Leader. A Working Leader is an employee who continues to perform their normal work and who also

directs and coordinates the flow of work of three (3) employees or more for a continuous period of one (1) hour or more.

ARTICLE 6 PREMIUM PAY

Section 1. Night Tour Premium

- 1.1 A night tour premium of seventy-five cents (\$0.75) per hour will be paid for all scheduled hours worked between 9:00 p.m. and 6:00 a.m.

Section 2. Christmas and New Year's Eve Premium

- 2.1 Employees required to work after 6:00 p.m. on Christmas Eve or New Year's Eve shall receive four dollars (\$4.00) in addition to their basic rate and any applicable differential and/or premium.

Section 3. Sunday Tour Premium Compensation

- 3.1 A Sunday scheduled tour shall be one which starts at or after 12:00 midnight Saturday and before 12:00 midnight Sunday. Employees required to work on a Sunday scheduled tour shall be paid at the rate of time and one-half for the first eight (8) hours. Work beyond eight (8) hours shall be treated the same as overtime work on other days.
- 3.2 Sunday Tour Premium Compensation shall not apply to tours commencing at or after 10:00 p.m. Sunday evening for employees performing central office installation.

Section 4. Sunday Overtime Premium Compensation

- 4.1 Supplementary to the provisions of paragraph 1.3 of Article 7, all regular employees shall be compensated as follows:
- 4.1.1 Nonscheduled Sunday time worked in any amount not exceeding eight (8) hours, and for which overtime payment is made under paragraph 1.3.4 of Article 7, shall be counted when determining weekly overtime due under paragraph 1.1.2 of Article 7.

Section 5. On-Call Premium

- 5.1 Employees in selected job title classifications and locations who hold themselves subject to on-call schedules will do so at their own option. In the absence of qualified volunteers, management will rotate on-call among the qualified employees in inverse order of seniority.

No employee will serve on-call for more than one week per month until all other qualified employees have served on-call.

- 5.1.1 The on-call differential will be paid as follows:

- Scheduled Days - \$15.00 from midnight to midnight

- Non-scheduled Days - \$25.00 from midnight to midnight
 - Work Week - \$125.00 from 12:01 a.m. Sunday to 12:00 p.m. Saturday
 - Holiday - \$30.00 from midnight to midnight
- 5.1.2 The on-call differential shall be paid in addition to any other differential, premium or payment to which an employee is otherwise entitled.
- 5.1.3 Employees on-call will have their call out hours count toward the apportionment of overtime.

ARTICLE 7 OVERTIME PAY TREATMENT

Section 1. Overtime Compensation

- 1.1 Compensation at the rate of time and one-half the employee's regular rate of pay shall be paid for:
- 1.1.1 All time worked in excess of fifteen (15) minutes either before or after the normal regular scheduled eight (8) hour tour in any one day.
- 1.1.2 All time worked in excess of forty (40) hours in the work week for which overtime has not been paid on a daily basis.
- 1.2 Full-time employees who report for special duty outside of their scheduled tour shall be paid compensation at the overtime rate of time and one-half for a minimum of two (2) hours work. This minimum shall not apply if the special hours immediately precede or immediately follow regularly scheduled tours.
- 1.2.1 The Company agrees that the two (2) hours actual work time will not be demanded arbitrarily but only that time as necessitated to meet service requirements. On the other hand, employees shall have no authority nor privilege to perform call-out work in such manner as to promote compounding of further call-outs.
- 1.2.2 Holiday time worked shall be as prescribed in Article 8.
- 1.2.3 If employees are called to report for special duty outside of their scheduled tour, they may include their actual travel time up to a maximum of thirty (30) minutes, round trip, as part of the call-out time worked.
- 1.3 Unless otherwise excepted, nonscheduled time worked at the Company's request outside of the hours of scheduled work days, or on nonscheduled work days, shall be compensated as overtime at time and one-half rate.
- 1.3.1 In the case of all employees, previously established work schedules may be changed at the discretion of management.

- 1.3.1.1 Overtime payment shall not apply when employees are given at least thirty-six (36) hours notification of change in work schedule.
- 1.3.2 Overtime payment shall not apply when scheduled hours are changed at the employee's request with consent of the employee's supervisor. Such changed hours shall not be considered as nonscheduled time.
- 1.3.3 An employee classified as a regular part-time may be called to work at the Company's request outside of assigned or scheduled hours without payment of overtime regardless of whether or not thirty-six (36) hours notice was given by the Company.
- 1.3.4 Nonscheduled Sunday time shall be compensated at the overtime rate irrespective of advance notification or the number of hours worked during the work week.
- 1.3.5 Holiday time worked shall be compensated as prescribed in Article 8.
- 1.3.6 The provisions of this paragraph 1.3 shall not operate to cancel the provisions of paragraph 1.1 herewith with respect to daily and weekly overtime payments.
- 1.4 When two (2) or more types of time and one-half compensation are applicable to the same hours of work, only one time and one-half rate shall be paid. In no case will time and one-half compensation be duplicated or pyramided. Time and one-half compensation shall mean time and one-half the employee's regular rate of pay.
- 1.5 Absent paid time shall not be included in the computation of overtime during any pay period, but will be included in the pay period for all other purposes. For those hours actually worked in excess of fifty-five (55) hours (absent paid time not included) during a calendar week, employees will receive payment at double the regular wage rate.

Section 2. Company Policy Regarding Overtime Work

- 2.1 It is the policy of the Company to apportion overtime work equally among employees who are willing to perform the necessary overtime work and who are qualified within the work group to perform such overtime work.
 - 2.1.1 "Apportion overtime equally" is meant to be construed on a practical basis, all pertinent factors considered.
 - 2.1.2 "Work group" means those employees within the same headquarters location who normally perform the type or nature of the work expected to be accomplished during the overtime assignment. Whenever such employees cannot be reasonably reached for overtime work assignments, the Company will assign any other available employee who may be qualified to do the work.

ARTICLE 8 HOLIDAYS

Section 1. Designated Holidays

- 1.1 Seven (7) holidays shall be observed as designated:
- New Year's Day – January 1
 - Memorial Day – Last Monday in May
 - Independence Day – July 4
 - Labor Day
 - Thanksgiving Day
 - Friday following Thanksgiving Day, except as specified in Section 2, Paragraph 2.2, of this Article
 - Christmas Day – December 25

Section 2. Personal Holiday

- 2.1 Seven (7) Personal Holidays shall be observed.
- 2.1.1 A Personal Holiday will be any day of the employees' choosing, based on their normal schedule and service requirements. On these holidays employees will be paid at their basic rate of pay plus differentials and premiums (except Sunday premiums).
- 2.1.2 Personal Holidays shall not be observed during the first ninety (90) days of employment.
- 2.1.3 At least fifteen (15) days notice prior to the day or days to be observed must be given to the employee's supervisor. Such time limit may be waived by mutual agreement between the employee and supervisor.
- 2.1.4 If an employee selects a day or days to observe as the holiday which, because of work requirements, would not be available, or if two or more employees in the same work group select the same day or days, the employees will choose an alternate available day or days in order of seniority.
- 2.1.5 The first holiday for which an employee is eligible under this Section 2 provision must be taken prior to July 1 of each calendar year.
- 2.1.6 If the remaining holidays for which an employee is eligible under these Section 2 provisions have not been selected by October 1 of each calendar year, management will designate the day to be observed.
- 2.1.7 It is the intent that Personal Holidays should normally be taken as a day off with pay and not worked. However, employees who are required to work on a Personal Holiday will be paid in accordance with Section 6 of this Article.
- 2.1.8 Employees may elect to take up to seven (7) Personal Holidays in increments of two (2) or four (4) hours for a maximum total of fifty-six (56) hours per year.

2.1.8.2 Should any two (2) or four (4) hour increment of these Personal Holidays remain unscheduled as of October 1, supervision may schedule the remaining increment(s) to ensure orderly work force management.

2.2 Employees assigned to Verizon Plus Stores will receive an additional Personal Holiday in lieu of the Friday following Thanksgiving Holiday unless scheduled off on the Friday following Thanksgiving Holiday. The additional Personal Holiday is to be scheduled following Thanksgiving Day up to and including December 31 of the calendar year. The additional Personal Holiday is subject to the eligibility requirements as set forth in this Section.

Section 3. Holidays Falling on Saturday and Sunday

3.1 A designated holiday which falls on Sunday shall be observed the following Monday and a designated holiday which falls on Saturday shall be observed on Friday for all Departments.

3.1.1 Designated holidays for employees normally scheduled on weekends shall be observed on the actual day of the holiday and paid at their basic rate of pay plus differentials and premiums (except Sunday premium).

Section 4. Holiday Tours

4.1 Holiday tours are those which begin on the holiday, and holiday pay will be paid for holiday tours only on the legally observed holiday.

Section 5. Employees Not Working on Designated Holidays

5.1 Regular and temporary employees, except absentees, who are not assigned to work shall be paid one (1) full day's basic pay for the designated holidays plus any applicable differential and/or premium payments which they would have received had they worked their regular hourly assignment. Employees not working on a holiday and receiving holiday pay shall receive credit for the equivalent as time worked toward the computation of weekly overtime.

5.2 Part-time employees shall be paid holiday pay at their basic wage rates, based upon their average scheduled work day computed from the four (4) week period immediately preceding the holiday period.

Section 6. Employees Working on Designated Holidays

6.1 Regular and temporary employees, except absentees, who are assigned to work on a designated holiday shall be paid time and one-half in addition to their basic pay for the day and any applicable differential and/or premium payments.

6.1.1 Occasional employees working on a recognized holiday will be compensated according to time actually worked. Compensation will be basic rate with any applicable premiums and differentials plus holiday premium computed at basic rate.

- 6.2 When daily overtime hours (as defined in Article 7, Paragraph 1.1) fall within a holiday, such hours shall be compensated at time plus time and one-half rate in lieu of otherwise prescribed daily overtime at time and one-half.
- 6.3 Hours worked on a call-out on a recognized holiday for which no hours were originally scheduled for the employee shall be paid for at the premium rate of time and one-half for the first eight (8) hours.
 - 6.3.1 The minimum time paid under this provision shall be two (2) hours at the time and one-half rate, even though time actually worked may be less than two (2) hours. Two (2) hours actual work time will not be demanded arbitrarily but only that time is necessitated to meet service requirements. On the other hand, employees shall have no authority nor privilege to perform call-out work in such manner as to promote compounding of further call-outs.

Section 7. Absentees

- 7.1 The term "Absentee" used in Sections 5 and 6 of this Article shall mean:
 - 7.1.1 Any employee who does not work on a holiday and who is absent the scheduled work day preceding or following the designated holiday without being excused by the Company for such absence, or
 - 7.1.2 Any employee scheduled to work who is absent on the holiday without being excused by the Company for such absence.
- 7.2 A regular and/or temporary employee who has not been excused under the terms of Paragraph 7.1 of this Section may be excused on the scheduled work day preceding or following the holiday by presenting a medical doctor's certificate of inability to work due to illness, provided they were not scheduled to work on the holiday.
 - 7.2.1 The Company's "Plan for Employee's Disability Benefits" shall prevail if Paragraph 7.2 of this Section conflicts.

Section 8. Holiday Falling Within a Scheduled Vacation Period (See Article 9 – Vacations)

**ARTICLE 9
VACATIONS**

Section 1. Vacation Eligibility

- 1.1 Annual vacations with pay for regular employees will be granted in accordance with the following schedule:
 - 1.1.1 Two Weeks. After one (1) full year of credited service, all regular employees shall be entitled to vacation time off of two (2) weeks.
 - 1.1.2 Three Weeks. When net credited service is five (5) years, but less than fifteen (15) years, all regular employees shall be entitled to vacation time off of three (3) weeks. Three (3) week vacations will commence during the calendar year that the employee achieves or will achieve five (5) years credited service.

1.1.3 Four Weeks. Commencing with the calendar year in which fifteen (15) years net credited service is or will be achieved, regular employees shall be entitled to four (4) weeks vacation.

1.1.4 Five Weeks. Commencing with the calendar year in which twenty-five (25) years net credited service is or will be achieved, regular employees shall be entitled to five (5) weeks vacation.

1.2 For the purposes of determining vacation eligibility, regular part-time employees shall accumulate vacation eligibility on the basis of continuous service.

Section 2. Completion of Service Requirements for Vacation

2.1 An employee who has completed or who will complete one (1) year of service after December 15th within the calendar year may take their scheduled vacation at any time within the month of December in such calendar year or can observe it within the first quarter of the next calendar year.

Section 3. Vacation Period

3.1 Vacations cannot be accumulated from year to year, but must be completed within the calendar year (after January 1 and prior to December 31); except banked or carry-over vacations may be accumulated year to year as outlined in this Article.

Section 4. Vacations Cannot Be Waived

4.1 Employees cannot waive their scheduled vacations and draw pay plus vacation allowance for working during the time allowed for a scheduled vacation unless, in case of emergency, the Company requests the employee to work during the scheduled vacation period.

4.1.1 If an employee is called back from vacation because of an emergency, the employee shall have the choice of receiving vacation pay plus pay at the basic rate for the hours actually worked or substituting another vacation period in order to complete the full vacation to which the employee is entitled.

Section 5. Scheduling of Vacations

Employees will be allowed the following vacation options:

- Day and/or days-at-a-time vacation increments.
- Carry-over vacation into the next calendar year.
- Vacation Banking. **(The Banking of Vacation Time will be eliminated effective January 1, 2023)**

5.1 Scheduling of vacations shall take into account the service requirements and then the preferences of the employees. Vacations shall usually start on the first of the calendar week. Employees may split their vacations into periods of not less than one (1) week if

service requirements permit. Likewise, the scheduling of carry-over and day and/or days-at-a-time vacations will be subject to service requirements.

5.2 Day and/or days-at-a-time vacation increments must be scheduled at the beginning of the year in which it is to be taken. Day(s)-at-a-time vacation, however, cannot be scheduled until all applicable employees have chosen their regular and carry-over vacations for that year.

5.2.1 Increments must be of less than one (1) week.

5.2.2 The maximum amount of day(s) at a time vacation that will be allowed will be the equivalent of one (1) week per year.

5.2.3 Employees who are eligible for three (3) weeks or more of vacation will be allowed the equivalent of two (2) weeks per year of day(s) at a time vacation. At least one (1) week of day(s) at a time vacation must be taken during the months of January, February, March, April, October, or November.

5.3 Carry-over vacation must be scheduled at the beginning of the year in which it is to be taken. Carry-over vacation cannot be scheduled until all applicable employees have chosen their regular vacations for that year.

5.3.1 Carry-over vacation must be taken in the calendar year immediately following the year in which it was earned.

5.3.2 To be eligible for the one (1) week carry-over vacation option, an employee must be eligible for three (3) or more weeks vacation.

5.3.3 The carryover vacation option will not be available to those employees eligible for vacation banking.

5.3.4 Carry-over vacation must be taken in increments of one (1) week.

5.4 Employees eligible to receive four (4) weeks vacation shall take at least one (1) week of vacation during the months of January, February, March, April, October, or November. Unusual or unexpected circumstances will be reviewed on an individual basis.

5.5 Employees eligible to receive five (5) weeks vacation shall take at least (2) weeks of vacation during the months of January, February, March, April, October, or November.

Section 6. Vacation Banking

The banking of vacation time will be eliminated effective January 1, 2023.

6.1 Through the 2022 calendar year, the following provisions shall continue to apply to the banking of vacation:

6.1.1 Employees eligible for four (4) weeks of vacation may bank up to one (1) vacation week for each vacation year; employees eligible for five (5) weeks of vacation may bank up to two (2) vacation weeks for each vacation year.

- 6.1.2 Vacation time must be banked in full forty (40) hour increments.
 - 6.1.3 Banked vacation will be paid at the employee's basic rate of pay at the time the vacation is taken.
 - 6.1.4 Banked vacation may be accumulated over the years in compliance with the stipulations above.
 - 6.1.5 When an employee resigns with proper notice or when they retire, the banked vacation will be taken prior to the resignation/retirement date.
 - 6.1.6 Employees terminated for cause will not forfeit banked vacation.
 - 6.1.7 The employee's request to bank vacation time must be received by October 1.
- 6.2 Banked vacation cannot be scheduled to be taken until all applicable employees have chosen their regular and day and/or days at a time vacations for that year.

Section 7. Vacation Pay

- 7.1 Full-time employees shall be paid during their vacation periods at their basic wage rates.
 - 7.1.1 Part-time employees shall be paid vacation pay at their basic wage rates, based upon their average scheduled work week computed from the six (6) month period immediately preceding their vacation period.
- 7.2 Differential and/or premium payments will be included in vacation pay if the differential and/or premium was in full effect for the four (4) weeks prior to the vacation.

Section 8. Vacations Pertaining to Force Adjustment

- 8.1 Force adjustment as defined in Article 17 of this Agreement shall not operate to cancel an accrued vacation.

Section 9. Vacations Pertaining to Termination

- 9.1 Resignation shall not operate to cancel vacations, provided notice of resignation is given not less than two (2) weeks before the beginning of the scheduled vacation, and provided the employee shall work at the employee's regularly scheduled hours during the two (2) weeks notice period unless excused by the Company.
- 9.2 Employees discharged for cause will be considered to have forfeited all right and claim to vacation pay consideration.
- 9.3 Nothing in this Section shall apply to Banked Vacation.

Section 10. Holiday Falling Within a Scheduled Vacation Period

- 10.1 An additional day of vacation with pay shall be granted within the same calendar year when an authorized holiday falls within a period during which an employee is on a scheduled vacation.
 - 10.1.1 The Company shall schedule the additional day of vacation immediately preceding or immediately following the vacation period.
 - 10.1.2 The additional day of vacation with pay for a scheduled holiday falling within a scheduled vacation period shall not be payable to the employees who have resigned from the Company and are to receive vacation pay under the terms of this Article, Section 9.

ARTICLE 10 WORK SCHEDULES AND TOURS

Section 1. Date When Tour Starts

- 1.1 For all purposes, each tour of duty will be considered to have been worked on the calendar day it started. However, nothing herein precludes the reporting of hours worked as of the calendar days worked for the purpose of Company payroll preparation.

Section 2. Normal Tour of Duty

- 2.1 Forty (40) hours, consisting of five (5) consecutive daily tours of eight (8) hours each, shall normally constitute the work week for all employees.
 - 2.1.1 The Company shall have the right to schedule all tours and sessions and the starting and ending time of each.
 - 2.1.2 Service and Engineering-Construction employees may be scheduled other than five (5) consecutive work days when required to maintain normal service conditions. Selection of such schedule shall be voluntary. If no selection is made, the Company may assign the schedule in the inverse order of seniority.
 - 2.1.3 Scheduled Saturday assignments and split weeks of nonconsecutive daily tours will be maintained at a minimum consistent with the needs of the business.
 - 2.1.3.1 Grievances filed under this paragraph are excluded from the provisions of Article 3, Section 9.

Section 3. Service and Engineering-Construction - Work Schedules

- 3.1 Work schedules shall be furnished each Service and Engineering-Construction Department employee and each Engineering Outside Plant Technician from four (4) to twelve (12) week periods and shall be furnished to the employees, by bulletin board posting, electronic notice or by written notice, at least seven (7) days in advance of the commencement of a new work schedule.

- 3.1.1 Work schedules that are eight (8) or twelve (12) weeks in duration and have multiple tours of duty offered for selection may be bid in four (4) week intervals within the schedule period. Work schedules that are six (6) weeks in duration and have multiple tours of duty offered for selection may be bid in three (3) week intervals within the schedule period.

Section 4. Lunch Periods and Relief Periods

- 4.1 Adequate lunch periods shall be allowed and two (2) relief periods of fifteen (15) minutes shall be given each day.

ARTICLE 11 WORKING PRACTICES

Section 1. Status and Treatment of Probationary Employees

- 1.1 Probationary employees shall be accorded the same applicable rights and benefits as regular employees under the terms of this Agreement except for discretionary termination of probationary employment as set forth in Article 2, Section 14.
- 1.2 It is understood that probationary employees shall enjoy full rights and privileges of Union representation and there will be no discriminatory action taken by the Company by reason of affiliation or nonaffiliation with the Union.
- 1.3 The Company shall have the right in its discretion to transfer probationary employees.

Section 2. Limitations on Occasional Employment

- 2.1 Occasional employees shall not be employed to an extent as to adversely affect usual employment of the then current regular full-time or regular part-time employees. Employment for training or for needed periods in vacation reliefs will not be considered as adversely affecting usual employment.

Section 3. Treatment of Temporary Employees

- 3.1 Temporary employees will not be used in any case which would result in the reduction of the normal assignment of work of regular employees.
- 3.2 If a temporary employee's employment continues beyond six (6) months, the employee shall be reclassified as a regular employee and shall be given net credited service from the date of hire for such employment.

Section 4. Inclement Weather

- 4.1 No outside craft employees shall suffer loss of time if they report in person to their headquarters and, by decision of the Company, they are not sent out on a job or are returned from the job before their regular quitting time due to weather conditions.
- 4.2 To the greatest extent feasible, time during which employees are not able to perform their normal work because of inclement weather will be used for instruction and/or the maintenance of equipment, tools and such other work as may be necessary.

Section 5. Productive Work by Management

- 5.1 The Company acknowledges a general policy and intent that supervisory personnel will not be expected to do substantial productive work of the same type and nature as normally assigned subordinate employees within the bargaining unit.
 - 5.1.1 It is understood that the exercise of supervisory responsibilities can involve duly limited performance of productive work under the following circumstances: to acquire and maintain knowledge and skills of equipment and procedures for effectively directing the work of subordinates; to perform such inspection and testing as may be necessitated to evaluate quality and quantity of work performed by subordinates, or to determine what, if any, work needs to be performed by subordinates; to acquire and practice the skills necessary for Civilian Defense or other public emergency; to meet service emergencies; to accomplish appropriate training of employees; to teach and enforce safety practices; to perform such other work as may be necessary to meet the service requirements of the Company when an appropriate nonsupervisory employee is not available or cannot be reached for assignment; or when the supervisor already is on the site for other management purposes and the correction of an existing difficulty entails such limited effort that customer service is facilitated and the calling out of a nonsupervisory employee would not be supportable by the circumstances.

Section 6. Temporary Assignments Away from Headquarters

- 6.1 Located employees, who are assigned to work locations away from headquarters, excluding Company school attendance, may, at employee request, be returned to headquarters at Company expense once each three (3) weeks for personal time at home.
 - 6.1.1 This provision will not be applicable under circumstances that the employee has accepted temporary relocation, with or without reclassification, in lieu of layoff at the employee's headquarters location.
 - 6.1.2 Wherever there exists a service emergency, the three (3) week period will not operate to limit the Company in taking actions appropriate to the circumstances. In such events, the return to headquarters will be as expeditious as circumstances then existing will permit.
 - 6.1.3 Whenever normal work can be completed within a fourth week, the work circumstances shall be controlling except that the period away from headquarters shall not exceed four (4) weeks except in service emergencies.

Section 7. Temporary Assignments Outside Assigned Plant Area

- 7.1 Located employees may be assigned temporarily to work at other places; but, while so assigned, they retain status as of their principal location, including wage treatment.
 - 7.1.1 The Company will provide at least two (2) calendar days advance notice of such assignment under circumstances that no service emergency exists.

- 7.1.2 Whenever a service emergency exists wherein the Company decides that direct action is required, notice given will be that which is consistent with the circumstances then existing.
- 7.1.3 The advance notice specified in this provision does not apply under circumstances that the employee will return to headquarters the same day.

Section 8. Heavy Construction Truck Move – Two Crew Members

- 8.1 In all outside construction crews, only the driver will be required to transport the heavy construction vehicle to its destination. If state or federal law or work demands, which includes safety, necessitate a second employee to accompany or ride in the vehicle, one will be provided.

Section 9. Traveling Time Payments

- 9.1 Traveling time spent by an employee as part of their principal job duties shall be treated as hours worked.
 - 9.1.1 The time shall be inclusive between the limits of when the employee reports for work for the day, as required, and when released from work at the end of that day, meal time excluded.
 - 9.1.2 The time commences when the employee reports for work at the designated place and time and ends when released from duties, meal time excluded.
- 9.2 Time spent by an employee, under Company direction and in line of assigned job duties, as driver or passenger of a Company motor vehicle while going to or from a work location shall be treated as working time, meal time excluded.
 - 9.2.1 Whenever an employee is directed to or is authorized to use a personal motor vehicle in lieu of a Company-assigned motor vehicle, travel time shall be paid as specified in paragraph 9.2.
- 9.3 Traveling time spent by an employee, under Company direction and in connection with their job duties, by means of public transportation facilities, will be compensated as work time, but not in excess of eight (8) hours a day.
 - 9.3.1 On scheduled work days, compensation will be for the time spent in traveling that falls within the limits of the scheduled work hours, meal time excluded.
 - 9.3.2 On nonscheduled work days, compensation will be for the time spent in traveling that falls within the limits of those hours that correspond to a normally scheduled work day. In event of question as to what constitutes corresponding scheduled hours, the work day for a full-time employee shall be presumed to include eight (8) hours, 8:00 a.m. to 5:00 p.m.
 - 9.3.3 Should the employee elect alternatively to travel by means of personal motor vehicle as a matter of convenience and Company consent be granted, traveling time will be compensated as though the employee had traveled by offered public transportation facilities.

- 9.4 Traveling time spent by an employee, by reason of Company-required attendance at Company schools or conferences, shall be compensated as work time under the provisions of paragraph 9.2 or 9.3, as the case may be.
- 9.5 There shall be no reduction in scheduled hours on a scheduled work day by reason of traveling under Company direction for Company business.
- 9.6 Compensable travel time on a Sunday shall be paid at time and one-half as prescribed for Sunday tours in Article 6, paragraph 4.1, or as overtime under Article 7, paragraph 1.3.4, whichever may be applicable.
 - 9.6.1 The provisions of Article 6, Section 4, are applicable to Sunday travel time only when such time is spent in direct connection with performance of immediate job duties.

Section 10. Use of Employee’s Motor Vehicles

- 10.1 Employees will not usually be called upon to make use of their personal vehicles in connection with their job duties.
- 10.2 Whenever employees should be requested to use their personal vehicle in connection with job duties or whenever they may so use a personal vehicle upon their request with Company permission granted, the Company will reimburse the employees for such use at the prevailing IRS allowable rate determined by the direct route mileage between the respective points of travel less the employee’s normal commute. This rate shall not be less than thirty-two- and-a-half cents (\$0.325) per mile for this contract period.

In the event the Internal Revenue Service (IRS) changes the standard mileage rate allowable as a business use deduction from gross income during the term of this Agreement, the Company will change the amount of reimbursement accordingly, effective on the first of the second month following the publication of the change by the IRS, but in no event prior to the effective date of the IRS change.
- 10.3

**ARTICLE 12
JOB APPLICATION PROCEDURES**

Section 1. Whenever there is an approved job vacancy within the bargaining unit, the Company agrees to utilize the job application procedure hereinafter described.

- 1.1 For all jobs awarded which require relocation from one headquarters’ location to another, an employee shall be paid at the regular rate of pay for reasonable travel time, meals and lodging en-route and one-way mileage as determined by the Company, at the prevailing IRS allowable rate. When the newly awarded job is the same title classification the employee held prior to the award, is on Wage Schedule G through I, and the employee relocates their primary residence, such employees will also be eligible for a five thousand dollar (\$5,000.00) lump-sum relocation allowance.
 - 1.1.1 When the newly awarded job is on Wage Schedule G through I, requires relocation within the Division and the employee relocates their primary residence, such employees will also be eligible for a five thousand dollar (\$5,000.00) lump-sum relocation allowance.

- 1.2 Jobs will be posted on the intranet and the Interactive Voice Response Unit (IVRU).
- 1.3 Employees may apply for an unlimited number of posted vacancies at any given time.
 - 1.3.1 The appropriate application for the Texas region must be completed by the employee and forwarded to Staffing on or before the posting close date. The posting close date will be included on every posting. Applications must be received by Staffing on or before the posting close.
 - 1.3.1.1 All applications must indicate the requisition number of the posted vacancy for which the employee is applying. The requisition number is available on the intranet and IVRU for all postings.
 - 1.3.2 Employees must submit a separate application for each and every posted vacancy for which they are interested. Employee applications will only be valid for the specific requisition number indicated on the application and will not be valid for any other vacancies.
 - 1.3.3 Employees will not be eligible candidates for vacancies in their current job title within the same exchange and department, except as specified below
 - 1.3.3.1 Central Office and CRCC based Customer Zone Technician I's (CZT I) will not be eligible candidates for CZT I vacancies within their Department/function (C.O. to C.O. and CRCC to CRCC) that are ten (10) miles or less from their current work location. Movement between these functions (C.O. to CRCC and vice versa) will be allowed and the 10 mile restriction may be waived by management.
 - 1.3.4 Employees who refuse a position offered through the job posting procedure can be considered for future vacancies within the same job title/location. The employee must apply for each vacancy they are interested in as it occurs.
- 1.4 Interdepartmental lateral job placements will be contingent upon there being no material disruption to operations within the department from which the employee would transfer. In the event that immediate job placement is denied an otherwise qualified employee for such reason, the employee shall be afforded transfer consideration at the earliest opportunity thereafter.

Section 2. General Provisions

- 2.1 Under the application procedure, seniority shall be the deciding factor, insofar as the ability of the employee and the conditions of the business will permit, in filling vacancies through the application procedure.
 - 2.1.1 Candidates for job vacancies for Outside Plant Technician and Graphics Operator in the Engineering & Construction Department will be evaluated in the light of engineering aptitudes and skills over and above plant craft skills.
 - 2.1.2 Employees classified as Cable Splicer Helper or Equipment Installer Helper who are qualified for reclassification to Cable Splicer or Equipment Installer, respectively, shall be awarded the respective higher classification

automatically should the time in the Helper classification exceed twenty-four (24) consecutive months of accredited service.

- 2.2 The Company shall have the right, at its discretion, to fill any vacancy under the following circumstances:
 - 2.2.1 When the vacancy is of a temporary nature.
 - 2.2.2 When placing returnees from military leave, sickness or accident disability, authorized leave of absence or reemployment of laid-off employees.
 - 2.2.3 Should no qualified employee submit an application or should no valid application be received for a job vacancy, the Company will first consider qualified invalid candidates in seniority order prior to filling the job externally.
- 2.3 It is agreed between the parties that "shopping around" will not be condoned.
 - 2.3.1 Employees who have accepted positions on Wage Schedule H, HH, or I within the thirty-six (36) months preceding the date of later vacancy will not be considered valid candidates.
 - 2.3.1.1 Employees who have accepted positions in Wage Schedules other than H or higher within the eighteen (18) months preceding the date of a later vacancy will not be considered valid candidates.
 - 2.3.2 These limitations shall not apply to an employee force adjusted under Article 17 to the extent that the employee is seeking to retreat to the position from which the employee was force adjusted. Nor shall the above limitations apply to employees involuntarily moved fifty (50) miles or less under the provisions of Article 17, Section 1, Paragraph 1.1.1.
- 2.4 The Company will notify any employee or employees of more seniority than the employee selected, together with the reason or reasons why they were not selected, within ten (10) calendar days. A copy of this notification will also be sent to the Union.
- 2.5 The parties recognize that there may be times when a distress transfer or reclassification must be made. The problem shall be resolved by mutual consent of the Company and the Union. The employee involved shall pay all moving expenses, if any, but with no loss in regular scheduled "basic wages" for reasonable travel time as determined by the Company.

ARTICLE 13 CLASSIFICATION AND RECLASSIFICATION

Section 1. Classification

- 1.1 The job title classification, to which any employee is assigned under this Agreement, will be in accordance with the preponderance of work duties they are called upon to perform as related to the nature of the duties attributable to the particular job title classification.

- 1.1.1 The foregoing does not preclude an employee being called upon to perform work not usually performed, nor does it preclude temporary assignments in a higher or lower job title classification.
- 1.1.2 An employee under consideration for reclassification to a higher or lower job category may be required to work in the other job for a period not exceeding one (1) month without formal reclassification. Such temporary assignment involves consideration for reclassification and opportunity for observation of the employee's knowledge, skills and other qualifications to perform the job duties associated with the assignment under consideration.
- 1.1.3 Employees may be temporarily assigned out of their own classification for the purpose of receiving specific training for another position.
- 1.1.4 None of the provisions of the foregoing paragraphs 1.1.1, 1.1.2, and 1.1.3 shall be applied in such manner as to negate the intents and application of Article 12, Job Application Procedure, nor of Article 16, Seniority, Section 4, nor of Article 13, Classification and Reclassification.

Section 2. Reclassification of Supervisory Employees to Nonsupervisory Jobs

- 2.1 A supervisory employee who is reclassified to a nonsupervisory position or any employee outside of the bargaining unit who is transferred within the bargaining unit shall take their proper place in seniority among nonsupervisory employees covered by this Agreement according to their total number of service credits as listed on the Company's records.

Section 3. Employees Temporarily Assigned to a Higher Classification

- 3.1 Except as otherwise provided in this contract, any employee assigned to a higher classification for one (1) full working hour or more shall be paid for the time worked on the temporary assignment in accordance with Section 4 or 6, whichever is applicable.
 - 3.1.1 This Section shall not apply to employees who are receiving specific training for another position.
 - 3.1.2 "Temporarily assigned" shall mean an employee who works for at least one (1) hour on a specific job assignment.
 - 3.1.3 Applicable differentials for work in the higher class as described above shall apply.
- 3.2 The Company will not make assignments in such manner as to constitute deliberate avoidance of wage rate readjustment by virtue of the one (1) hour preliminary period.
- 3.3 Any employee temporarily assigned to a higher classification in a location other than their principal location will be paid in accordance with Section 6 of this Article.

Section 4. Wage Treatment Upon Reclassification – Promotion

- 4.1 Whenever an employee is reclassified to a higher-rated job, a reclassification wage increase will be made.
- 4.2 The employee's wage rate for the new assignment will be the higher schedule amount which most closely represents an immediate wage increase.
 - 4.2.1 The amount of wage increase as described in paragraph 4.2 shall in no case be less than fifteen cents (\$0.15) per hour.
 - 4.2.1.1 For employees on incentive compensation plans, other than TPA, the amount of wage increase as described in paragraph 4.2 shall in no case be less than seventy-five cents (\$0.75) per hour.
 - 4.2.2 The adjusted wage rate may not be more than the top rate for the higher job.
 - 4.2.3 The wage rate of an employee reclassified to a higher-schedule job previously held would be determined either by placement on the corresponding step position the employee was in when they last held that position or through the procedure set forth in this Section, whichever is greater.
- 4.3 The date for the employee's next wage progression adjustment, as established within the previous job, is not to be disturbed by the reclassification. This date remains the date for the next progression adjustment on the new job.

Section 5. Wage Treatment Upon Reclassification - Lower Job

- 5.1 When an employee is reclassified to a lower-rated job, a reclassification wage decrease will be made.
- 5.2 The employee's wage rate for the lower-rated job will be that lower schedule amount which most closely represents a minimal wage decrease.
 - 5.2.1 The adjusted wage rate may not be less than the lowest rate for the lower job.
 - 5.2.2 Where the downward reclassification is to the immediately preceding job assignment, and the action is taken within a period of six (6) months, the employee's wage rate treatment will be the same as though the original upward reclassification had not occurred.
 - 5.2.3 When the downgrade is arranged as a result of a force adjustment the employee's basic hourly wage rate will be reduced incrementally until it reaches the appropriate wage rate on the new wage schedule. The employee's rate of pay will be reduced over a period of time as shown below based on the employee's length of service at the time of the transfer and will be based on the difference in rates for the old and new job.

<u>0-4 Years of Service</u>	
1 st thru 2 nd Pay Periods	No reduction
3 rd thru 4 th Pay Periods	1/2 reduction
5 th Pay period	Full reduction

<u>4+ Years of Service</u>	
1 st thru 4 th Pay periods	No reduction
5 th thru 8 th Pay periods	1/2 reduction
9 th Pay Period	Full reduction

Section 6. Wage Treatment Upon Reclassification - Lateral

- 6.1 When an employee is reclassified to an equally-rated job (lateral), the current wage rate would remain in effect until normal progression provides for a higher amount.

ARTICLE 14 BOARD AND LODGING

Section 1. Per Diem Allowance – Unlocated Employees

- 1.1 Unlocated employees shall be given a per diem allowance equal to the over sixty (60) miles per diem for each day worked and for each holiday not worked for which pay is received. However, unlocated employees will not qualify for the evening meal or mileage allowances covered in paragraphs 5.2.2 and 6.1 of this Article.

Section 2. Deductions for Days Not Worked – Unlocated Employees

- 2.1 The daily per diem shall be deducted from the regular weekly board and lodging allowance for each regularly scheduled work day on which employees do not work because of personal reasons, other than for illness as allowed in paragraph 2.2 herewith, or for accidental injury while performing work for the Company in connection with their job assignment.
- 2.2 The board and lodging allowance shall be paid to the unlocated employees by the Company for only the first seven (7) days of continuous illness.

Section 3. Unlocated Employees Required by the Company to Move

- 3.1 Unlocated employees who are required to move more than twenty (20) miles and for whom the Company does not provide transportation or who desire to drive their own car shall receive an allowance at the prevailing IRS allowable rate subject to paragraph 3.2 of this article determined on the shortest reasonable route mileage between one location and the other, when the employee furnishes the means of transportation. This rate shall not be less than thirty-two and a half cents (\$0.325) per mile for this contract period.

- 3.2 In the event the Internal Revenue Service (IRS) increases the standard mileage rate allowable as a business use deduction from gross income during the term of this Agreement, the Company will change the amount of reimbursement, accordingly, effective on the first of the second month following the publication of the change by the IRS, but in no event prior to the effective date of the IRS increase.
- 3.3 The Company shall determine the means and method of transportation for moving any unlocated employees who do not desire to drive their own personally owned vehicles.

Section 4. Travel Allowances for Unlocated Employees on Vacation

- 4.1 Unlocated employees shall receive travel allowance by the shortest distance when their crew moves while the employees are on vacation. This allowance shall be paid from the location where the employees were working at the time they went on vacation to the location where their crew is working at the time they return from vacation.
- 4.2 Unlocated employees who take a vacation will receive the per diem through the last day worked of the week preceding the vacation period. Per diem will resume on the first day worked on the next tour of duty following the vacation period.

Section 5. Per Diem Allowance – Located Employees

- 5.1 Located employees may be, from time to time, temporarily assigned by the Company to work or attend meetings or schools in a town other than the town in which they are located.
- 5.2 The daily allowance (per diem) for such temporary assignments of one (1) full tour or more is listed in paragraph 5.2.1 below. The per diem allowance does not apply to temporary assignments of less than one (1) tour. In cases where the temporary assignment continues for two (2) or more consecutive tours, whether or not the employee worked part of the first tour at the employee’s normal town location, the employee is eligible for the applicable daily allowance. On the last day of the assignment, the employee will be eligible for an incidental meal allowance of eight dollars (\$8.00) plus round-trip mileage, if applicable.

- 5.2.1 The qualifying distance for per diem will be the one way highway distance by shortest direct route between the employee’s normal work location and the temporary work location.

<u>Distance</u>	<u>Daily Allowance Amount</u>
Over 0 and up to 20	\$6.25
Over 20 and up to 40	\$23.00
Over 40 and up to 60	\$31.00
Greater than 60	\$38.00

- 5.2.2 When an employee is assigned to a distant location as outlined in paragraph 5.2 and the use of the employee’s personal vehicle has been authorized for this purpose, the employee will be granted a mileage allowance for round-trip mileage from the normal work location to the temporary assignment location on the last day of each such assignment at the prevailing IRS allowable rate subject to paragraph 3.2 of this article. This will be in addition to the applicable

per diem allowance on the first day of the assignment. This rate shall not be less than thirty-two- and-a-half cents (\$0.325) per mile for this contract period.

5.2.3 Employees assigned to a temporary location forty-five (45) miles or more from their headquarters location for seven (7) continuous days will be entitled to reimbursement for reasonable receipted laundry expense, excluding dry-cleaning.

5.2.4 On assignments to temporary locations of more than forty-five (45) miles from the employee's normal headquarters location, employees may elect, at their option, to receive actual expenses for company-designated lodging and reasonable meal costs in lieu of per diem.

5.2.4.1 When an employee has elected to receive actual meal expenses, a meal allowance shall be paid as follows:

Breakfast	\$7.00
Lunch	\$8.25
Dinner	\$13.75

5.3 The above daily allowance will be paid to employees temporarily assigned over sixty (60) miles, except absentees, for Saturdays, Sundays, holidays or scheduled days off when the employee works the last scheduled tour preceding and the first scheduled tour following the scheduled day(s) off.

5.4 The term "absentee" used in paragraph 5.3 above shall mean:

5.4.1 Any employee who does not work on a scheduled day off and who is absent the scheduled work day preceding or the scheduled work day next following the scheduled day(s) off.

5.4.2 Employees described in 5.4.1 above may have the absence excused at the supervisor's discretion.

5.5 Employees assigned qualifying duty for per diem who are not able to work because of illness or injury will continue to receive per diem while temporarily incapacitated, provided they are actually staying overnight and incurring expenses. Employees hospitalized or at home during the disability will not continue to receive the per diem while away from the job.

5.6 When fluctuations in distance from home headquarters occur during a temporary assignment, the daily per diem will be paid according to the distance from home headquarters at the end of each tour.

Section 6. Evening Meal Allowances

6.1 Employees will be reimbursed for evening meal expenses of six dollars (\$6.00) if the employee works in excess of eleven (11) hours that day without a meal break during the last session.

- 6.1.1 This Section shall not apply to unlocated employees, employees receiving per diem expenses, or to employees eligible for an evening or night premium.
- 6.2 Under no circumstances will the per diem allowances set forth in paragraphs 5.2.1 and the evening meal allowance in paragraph 6.1 be paid for the same day.

Section 7. General Provisions

- 7.1 When the Company elects to furnish transportation and employees travel from the headquarters location to a temporary location and return to the headquarters location within the scheduled tour or during overtime, no daily allowance will be paid as set forth in paragraph 5.2.1; however, travel time shall be treated as time worked in these cases.
 - 7.1.1 In the case of employees assigned to a temporary location forty-five (45) miles or more from the headquarters location under circumstances where there are no suitable commercial lodging facilities within a ten (10) mile radius of the temporary location, travel time to and from the nearest suitable lodging shall be considered as time worked. In this circumstance, the per diem allowance prescribed in paragraph 5.2.1 would be continued. Additionally, if use of a personal vehicle has been authorized for the temporary assignment, the mileage allowance would also be applicable to and from the lodging site.
- 7.2 Transportation to each distant temporary assignment location will be furnished by the Company, and at its option may be either by Company vehicle, public conveyance, or in lieu thereof, by paying a mileage allowance at the prevailing IRS allowable rate subject to paragraph 3.2 of this article when the use of an employee's personal vehicle has been authorized as covered in paragraph 5.2.2.
 - 7.2.1 Employees authorized or requested by the Company to use their personal vehicles at distant locations for Company business activities will be reimbursed for miles driven in such activities at the prevailing IRS allowable rate subject to paragraph 3.2 of this article. This rate shall not be less than thirty-two and a half cents (\$0.325) per mile for this contract period.
- 7.3 The one-way highway distance by the shortest reasonable direct route will be used by the Company in computing mileage allowances. Reimbursement of turnpike tolls will be made to employees electing to receive actual expenses.
- 7.4 Under no circumstances will a located employee qualify for per diem or mileage allowances by being temporarily assigned to a facility other than the employee's normal work facility which is located in the same town or exchange in which the employee is located or resides.
- 7.5 In the event an employee on temporary assignment becomes subject to disciplinary action requiring suspension without pay, the employee would receive per diem compensation as determined by Company management, based on the circumstances of each individual case.
 - 7.5.1 For suspensions of one (1) day or less, there will be no interruption in per diem payments.

- 7.5.2 For suspensions of more than one (1) day when the employee has not been authorized the use of a personal vehicle and return to the headquarters location would be inconvenient in the judgment of Company management, the employee will be authorized the appropriate per diem allowance for the period of the suspension or until it becomes convenient to return the employee to the headquarters location, if that should occur before the end of the suspension.
 - 7.5.3 For suspensions of more than one (1) day when the employee has been authorized use of a personal vehicle, the employee may be granted the applicable incidental meal allowances and the mileage allowance on the first day of the suspension. If return to work location requires travel on the last day of suspension, the employee would be eligible for applicable per diem for that day.
- 7.6 The Company recognizes that there may be certain special circumstances that make it impractical to apply the per diem described in paragraph 5.2.1. Examples of these cases are when travel for training or other purposes is to distant high-cost locations outside the boundaries of the Company or when unusual conditions such as tornadoes or hurricanes in the area temporarily assigned have temporarily created substantial increases in room and board expenses. In these cases, and others determined qualifying by the Company, as well as special cases where an employee is required to spend the night at a location less than forty-five (45) miles away from the employee's headquarters location, the Company retains the right to shift to an actual expense form of reimbursement.

ARTICLE 15 NET CREDITED SERVICE

Section 1. Computation of Net Credited Service

- 1.1 Current net credited service for any employee shall be determined as the date of hire or adjusted date of hire, whichever applies.
- 1.2 Net credited service ceases to exist coincident with discharge, release, resignation for any reason, or reclassification of a regular employee to non-regular employment.
 - 1.2.1 This provision will not serve to cancel net credited service previously earned by laid-off employees who accept occasional assignments during the period of layoff.
- 1.3 Regular employees who are reclassified as non-regular employees shall lose their net credited service and the net credited service for such employees shall be bridged only as outlined in the definition, "Net Credited Service," and as provided in this Article 15.
- 1.4 Net credited service will continue to accumulate during the first forty-five (45) calendar days of any layoff, but not thereafter. Seniority, however, will continue to accrue for not more than eighteen (18) calendar months for purposes of recall from layoff.

Section 2. Treatment for Part-Time Employees

- 2.1 The actual wage rates, progression increases, net credited service and seniority for part-time employees shall be determined by the accumulation of the actual hours worked as they relate to the normal full-time work week.

Section 3. Bridging of Net Credited Service

- 3.1 At the employee's request, net credited service with respect to former employees of the Company will include recognition of all prior periods of active employment after the employee has completed six (6) continuous months active employment following the employee's reemployment, except that periods of prior active employment of less than six (6) continuous months' duration will not be recognized. Such recognition will include active employment with any of the predecessors and/or affiliates of the Company. Net credited service will be computed to the nearest half month.
- 3.2 Active employment with nonagency-operated exchanges (less than a complete company) purchased will be recognized by the Company with respect to each employee.

ARTICLE 16 SENIORITY

Section 1. Computation of Seniority

- 1.1 Seniority shall be computed in the same manner as net credited service.
- 1.2 In cases of service bridging, those portions of seniority and net credited service which pertain to prior service shall be identical.

Section 2. Application of Seniority

- 2.1 Seniority shall be the deciding factor, insofar as the ability of the employee and the conditions of the business will permit, in matters affecting assignment of hours and vacations, voluntary and involuntary transfer, promotions, layoffs, and rehiring after layoffs.
- 2.1.1 In the application of seniority there may arise some occasions when a conflict develops by reason of two (2) or more employees possessing equal seniority. In such cases, applicable seniority will be determined by the order of dates of birth (mm/dd/yy) of each employee concerned.
- 2.2 Whenever any provision contained within this Agreement makes specific reference to application of seniority for a given circumstance, the application prescribed within that provision will prevail.
- 2.3 One employee may displace another through application of seniority only under the following circumstances:
- 2.3.1 Force adjustment.

- 2.3.2 Return from a leave of absence that is actual or implied, wherein reinstatement to the original job is a condition of the leave.
- 2.3.3 Return from military service under reemployment rights established by law.
- 2.4 Nothing within this Agreement shall be construed to mean that, during application of force adjustment procedures, seniority may be applied in such manner that an employee may achieve a job assignment that is of a higher wage level than the job which the employee is vacating by reason of force adjustment.

Section 3. Transfers or Promotions

- 3.1 Employees transferred or promoted from the bargaining unit shall continue to accrue seniority.

Section 4. Training Opportunities

- 4.1 The Company agrees that opportunities for job training which would serve to equip employees for promotion to higher paid occupations within the bargaining unit will not be employed in such manner as to circumvent the seniority principles as set forth within this Article 16.
 - 4.1.1 Job training herein means formal training and, as well, informal training by experience gained in temporary assignments to higher paid occupations within the bargaining unit.

**ARTICLE 17
FORCE ADJUSTMENT**

Section 1. Definitions of Force Adjustment and of Related Terms

- 1.1 Force Adjustment means a directed reduction in the number of employees working in any given job title classification, in any division or exchange, as against the currently prevailing level.
 - 1.1.1 The provisions of 1.1 do not apply to an exchange if employees are offered a job within their title classification in an exchange that is located fifty (50) miles or less from their existing exchange within their district.
 - 1.1.2 A Force Adjustment results from a reduced need in quantity of scheduled productive work hours by reason of technological change, altered market requirements for services or products, shifts in general economic conditions, or other similar factors that may influence the conduct of the Company's business.
 - 1.1.3 Variations in the scheduling of regular part-time employees does not constitute a Force Adjustment.
- 1.2 Temporary Force Adjustment means a force adjustment that is local in nature and without immediately identifiable long-term effects.

- 1.2.1 A Temporary Force Adjustment is a layoff of forty-five (45) days, or less, and involves incidental variances in immediate work requirements.
- 1.3 Force Surplus means those regular employees whose status is changed by reason of a Force Adjustment.
- 1.4 Laid-Off Employees are those regular employees whose active employment is terminated by reason of a force adjustment.
 - 1.4.1 Laid-Off Employees are "employees" only with regard to recall rights set forth within this Article. They are at liberty to secure other employment without loss of prescribed recall rights.

Section 2. Force Adjustment Areas

- 2.1 Unless otherwise specified, or mutually agreed upon by parties to this Agreement, force adjusting will be by job title classification(s) in each Department affected and within the Exchange or Division, as the case may be.

Section 3. Temporary Force Adjustments

- 3.1 Temporary force adjustments will be made on an immediate basis according to the needs of the business and the jobs directly concerned.
- 3.2 The provisions of Article 16, Section 2, Seniority, will apply in temporary force adjustments.

Section 4. Method of Initial Force Adjustment

- 4.1 When a force adjustment, that is other than temporary, is considered necessary by the Company, layoffs will be accomplished in the following order to the extent needed within each Department and location.
 - 4.1.1 Occasional and/or temporary employees
 - 4.1.2 Probationary employees
 - 4.1.3 Regular part-time employees
 - 4.1.4 Term employees
 - 4.1.5 Regular employees with less than twelve (12) months of net credited service.
- 4.2 In the sequential laying off of regular part-time employees and of regular full-time employees with less than twelve (12) months of net credited service, order of seniority will not be solely governing; but, other factors being equal, inverse seniority will be followed.
 - 4.2.1 A major factor in the determination will be the employee's exhibited relative qualifications for the job and for the Company's projected force needs.

- 4.2.2 Part-time employees who have been available for, and ready to accept, full-time employment will have superior privileges for retention of employment over those who are part-time by their own choice and/or availability.

Section 5. Further Force Adjustments

- 5.1 In the event that additional layoffs, or part-timing, or both become necessary, the Company and the Union may negotiate a plan for further procedure.
 - 5.1.1 Such negotiations in process shall not serve to prevent the Company from reducing its forces during the interim period, at least on a temporary basis pending development of an alternate plan.
- 5.2 If no call is made for negotiations, or if agreement as to a mutually accepted final plan cannot be achieved within fifteen (15) calendar days after commencement of negotiations, force adjustments will be effected to the extent needed, by inverse order of seniority in the affected job title classifications.

Section 6. Force Adjustments of Non-Bargaining Unit Employees

- 6.1 Employees outside the collective bargaining unit who are entered into the bargaining unit as a result of a force adjustment, shall take their proper place in seniority among bargaining unit employees according to their total net credited service as established by Company records.
 - 6.1.1 The employees so transferred will not be afforded exceptional privileges but, rather, will exercise seniority on the same basis as other bargaining unit personnel for all purposes other than bumping.
 - 6.1.2 During the first six (6) months thereafter, such employees may exercise bumping rights only to the extent of seniority actually developed by previous employment in the bargaining unit.

Section 7. Treatment of Employees Absent at Time of Force Adjustment

- 7.1 For the purposes of this Article, employees absent from active employment by reason of disability and/or leave of absence shall be treated as follows:
 - 7.1.1 When sufficient seniority exists for retention of employment, the employee's status is to remain unchanged pending otherwise availability to return to active employment.
 - 7.1.2 When insufficient seniority exists, the employee shall be subject to layoff, the same as though the employee was actively at work.
 - 7.1.3 Employees on leave of absence, whereunder reinstatement is not assured by the conditions of the leave, will be treated similarly but within the terms of the leave, and failure to attain reinstatement shall not be construed as a layoff.

Section 8. Notification to Union

- 8.1 The Company will keep the Union informed, as soon thereafter as practical, of temporary force adjustments that exceed or are expected to exceed five (5) consecutive work days.
- 8.2 At least twenty-one (21) calendar days notification will be given of expected full layoff of regular full-time employees.
- 8.3 All notifications will be directed to the designated office of the Union by the Director – HR Business Partner or the Division Director or designated representative.

Section 9. Transfer and Bumping Privileges

- 9.1 Any force surplus regular full-time employee, or regular full-time employee who is force adjusted to regular part-time employee, having more than twelve (12) months of net credited service shall have job transfer and/or "bumping" rights.
 - 9.1.1 Such employee may file a transfer request for a job vacancy elsewhere in the Company and shall be afforded preferential treatment for transfers to lateral or lower level job vacancies within the bargaining unit. The provisions of Article 12 shall apply in these cases.
 - 9.1.2 Transfer may be to a vacant job within the bargaining unit in the same title classification but in another location, in a different title classification at the same location, or in a different title classification in another location.
- 9.2 In the application of bumping privileges under this Section 9, the following area limitations shall apply:
 - 9.2.1 Employees having four (4) years of net credited service, or less, may exercise their option within the Division.
 - 9.2.1.1 Unlocated employees may exercise bumping privileges among unlocated employees without regard to location. Alternatively, the force surplus unlocated employee may name one (1) Division, and only one (1), within which they may attempt to exercise their privileges among located employees.
 - 9.2.2 Employees with more than four (4) years of net credited service may exercise their option within the collective bargaining unit.
- 9.3 The privilege of displacing a less senior employee to retain continuing employment is at the election of the employee subject to the following considerations:
 - 9.3.1 Force surplus employees not desiring to exercise their option do not prejudice their rights for recall from layoff under the provisions of this Article.
 - 9.3.2 Advance notification of desire to exercise their option must be given by force surplus employees to their supervisors in writing within ten (10) days of notification of layoff. Employees electing not to exercise their option prior to layoff may not recover the privilege once they are laid off.

- 9.3.3 A force surplus employee may not exercise seniority so as to displace another who is in a higher job classification.
- 9.3.4 Neither "shopping around" nor seeking of new job experience will be permitted. The force surplus employee may not exercise bumping elsewhere in the Division unless there is no reasonable opportunity to do so within the Exchange, likewise from the Division to the bargaining unit.
 - 9.3.4.1 Force surplus employees also may not bump into a new job title classification when there is opportunity to bump in their own classification or into one previously occupied by them.
 - 9.3.4.2 When the selected job requires the force surplus employee to relocate, and more than one (1) choice of location is possible, the Company may exercise discretion as to permitted location, or alternate locations, based on best meeting the needs of the business, giving due weight to the employee's desires.
- 9.3.5 If the selected job is one previously held by those employees, they must be able to perform the same job currently with but minimal time for refamiliarization.
- 9.3.6 If the selected job is one not previously held by those employees, they must possess sufficient qualifications of skill, aptitude, experience, dexterity, and knowledge, in accordance with Company standards in effect at the time, so that the job can be performed with minimum additional training.
- 9.3.7 So as to avoid situations of employees of limited experience in their title classification from bumping a more seasoned employee in that same classification, force surplus employees can exercise their full seniority only if they have two (2) or more years of work time spent in that job. If they elect to seek a job of lower classification previously held by them, their time in both jobs shall be additive for purposes of this provision.
- 9.3.8 The least senior employees in the job title classification shall be the ones who are displaced and they, in turn, then become force surplus and may exercise any privileges available to them under this Article.
 - 9.3.8.1 The advance notification requirements of Section 8 of this Article are not applicable to such displacements, but, rather, will be considered as a consequence of the original force adjustment. Advance notification of desire to exercise their option must be given by bumped employees to their supervisor in writing within five (5) days of notification of being bumped.
- 9.3.9 Costs of moving to the new location will be assumed by the employee.
- 9.3.10 Employees force adjusted under the provisions of this Article who are still in active regular employment status shall have retreat rights if the original job becomes open within twelve (12) months. Such employees will be given the choice of remaining where they are or returning to the original job.

Section 10. Recall From Layoff

- 10.1 When additions to the remaining work force are required, laid-off employees will be offered reinstatement in order of seniority to the extent that the individual can do the work.
 - 10.1.1 Laid-off employees shall be offered reinstatement before new employees are engaged.
 - 10.1.2 The Company is not obligated to recall former employees who have been laid off continuously for more than eighteen (18) calendar months. The Company will, however, give them preferential consideration in rehiring upon application filed by the individual.
- 10.2 Laid-off employees must keep the Company informed of the address at which they can be reached.
 - 10.2.1 The Company is not obligated to go beyond the address last given by the individual.
- 10.3 When the Company is prepared to recall laid-off employees, a registered letter or a telegram will be directed to them at their last address on record.
 - 10.3.1 Employees shall indicate their acceptance or rejection in writing within five (5) calendar days from the date of delivery of the message at the given address.
 - 10.3.2 Employees must be prepared to report to work within fifteen (15) calendar days from date of delivery at the given address.
 - 10.3.3 Failure to keep the Company posted as to address at which they can be reached, to indicate timely acceptance or rejection, or to report to work within the prescribed period, shall constitute a forfeiture of further recall rights.
 - 10.3.3.1 Reasonable exception may be extended when temporary personal disability prevents timely acceptance of offered reinstatement. In such event the Company will decide whether to hold the vacancy open or to repeat the recall at the next suitable vacancy.
 - 10.3.4 Refusal to accept recall to a job not similar in nature to the normal occupation or work of the person shall not terminate recall rights. However, recall rights can be lost upon refusal to accept an offered comparable job assignment. (See also Article 22, Section 4, paragraphs 4.2 and 4.3).
- 10.4 In recalling after a force adjustment, the Company will recall laid-off employees at each Exchange or Division in order of their seniority.
 - 10.4.1 Employees will be recalled for departments from which they were laid off. If all positions within another department are not filled following a recall of laid-off employees from that department, then it is the Company's intention to recall employees laid off from other departments based on seniority, ability, and qualifications.

- 10.5 When laid-off employees are recalled following a force adjustment, they shall be placed on the appropriate wage progression schedule in accordance with the following:
 - 10.5.1 If the same job title is available, they shall be placed on the same position of the wage progression schedule they were on at the time of the force adjustment.
 - 10.5.2 If they return to a lower-rated job, or to a higher-rated job, they shall be considered as reclassified from their former job with wage treatment thereby as outlined in Article 13, Section 1, 4, 5, or 6. This procedure will be applicable, as well, when relocation is involved.

Section 11. Vacations Pertaining to Force Adjustment (See Article 9 - Vacation.)

**ARTICLE 18
TOOLS AND EQUIPMENT**

Section 1. Furnishing of Tools and Equipment

- 1.1 The Company will furnish to new employees, and on a replacement basis to present employees, all tools and equipment necessary for the proper performance of the job. The Company will specify the quantity, kind, type and make of all such items to be furnished. No tools or equipment other than those furnished by the Company may be used unless specifically approved by the supervisor. Any such tool or equipment allowed will not be replaced by the Company or at Company expense.

Section 2. Employee Responsibility

- 2.1 All tools and equipment furnished by the Company will be charged to the employee and the employee will be held responsible.
- 2.2 Employees who are furnished tools and equipment will be held responsible for the proper use, care and maintenance of these items and will be held to an accounting of all tools and equipment at the time of replacement thereof, or upon termination of employment with the Company.

Section 3. Replacement

- 3.1 The Company will replace all tools and equipment that are broken and/or worn-out through normal wear, except those not specified as standard by the Company.
- 3.2 Tools and equipment that are lost or mistreated to the extent that they are no longer usable will be replaced by the Company, except those not specified as standard by the Company; however, the employee responsible for the items may be required at the discretion of management to pay for them and will be billed accordingly.

Section 4. Inspection

- 4.1 The Company reserves the right of inspecting all tools and equipment at any time and condemning for further use any tools and equipment which are worn out or unfit for further use or any tools and equipment not of the kind, type or make furnished by the Company.

**ARTICLE 19
SAFETY PRACTICES**

Section 1. Company Policy to Provide Safe Working Conditions

- 1.1 It is the Company's policy to provide employees with safe working conditions, and the Union will cooperate with the Company to effectively carry out this policy.
- 1.2 The Company shall provide to employees, when necessary, rubber gloves for the safe performance of their job assignment.
- 1.3 In cases of emergency or disaster when employees are required to work in inclement weather, the Company shall provide, if available, the necessary slickers and rubber foot covering.
- 1.4 The Company shall supply rubber aprons where necessary for employees working around batteries in central offices.

**ARTICLE 20
AUTHORIZED ABSENCES**

Section 1. Absence for Jury, Witness or Election Duty

- 1.1 An employee shall suffer no loss in pay for reasonable absence from work for jury duty, to serve as a witness or to serve at a public election.
 - 1.1.1 Reimbursement for witness duty is predicated on rendering a public service in compliance with a properly served subpoena requiring the employee to appear in court. No reimbursements are applicable whereunder the employee is complainant or defendant in a legal action.

Section 2. Absence for Death in the Family

- 2.1 Employees who are required to be absent from their work because of a death in their immediate family or household may be paid at their basic hourly rate for a maximum of three (3) regular working days, upon recommendation of their immediate supervisor and approval of the Division Director, District Manager, or their designated representatives.
 - 2.1.1 The time paid for shall be limited to lost, scheduled work time, up to and including three (3) days following the funeral.
 - 2.1.2 In extenuating circumstances, an employee may be allowed up to two (2) additional working days off with pay. This additional time should be requested by the employee prior to the employee being excused from work.
 - 2.1.3 "Immediate family or household" for the purpose of this Agreement shall be interpreted to mean spouse, father, mother, brother, sister, son, daughter, aunt, uncle, son-in-law, daughter-in-law, grandparent, great-grandparent, grandchildren, stepmother, stepfather, or stepchildren of an employee or

anyone so related to the employee's spouse or anyone who lives in the immediate household as a member of the family.

- 2.2 When it is necessary for employees to be active pallbearers, they will be paid at their basic hourly rate of pay for a maximum of one (1) hour upon proper approval.

Section 3. Time Off for Union Duties (See Article 25)

Section 4. Absence for Physical Examination Prior to Entering Armed Services

- 4.1 A maximum of one (1) day of pay at the basic hourly rate shall be allowed for time involved in taking physical examination prior to entering Armed Services.

ARTICLE 21 LEAVES OF ABSENCE

Section 1. Leave of Absence

- 1.1 A leave of absence without pay may be granted, for sufficient cause shown, to regular employees subject to service requirements and the needs of the Company.
- 1.1.1 Unless otherwise prescribed in this Agreement, each application for leave will be considered by the Company for approval or disapproval on its individual merits, taking into account all pertinent factors.
 - 1.1.2 An authorized leave will not exceed six (6) months in any one instance but it may be extended upon advance application and Company approval, where merited.
 - 1.1.3 Ordinarily a leave will not be granted to an employee having less than six (6) months of net credited service but mere achievement of six (6) months of net credited service will not of itself entitle an employee to an authorized leave of absence.
 - 1.1.4 Sick benefit credits and wage progression shall not accumulate while an employee is on leave of absence, except as covered in paragraph 2.2.
- 1.2 A leave of absence request must be submitted in writing to the employee's supervisor in advance of the time the leave of absence is wanted indicating the reason for requesting a leave of absence and indicating the date of return to work.
- 1.3 Employees on leave of absence shall be considered to have automatically terminated their employment effective on the date when the leave of absence started, if
- 1.3.1 Their absences exceed the leave of absence granted to them by the Company, or
 - 1.3.2 They accept employment with another employer or engage in a business for profit without written approval of the Company except Union business as provided in Article 25.

1.4 Incidental continuous absences of less than forty-five (45) days shall not be subtracted from the employee's service or cause a break in service; but, when employees have been employed by the Company for less than six (6) months and have been absent from work continuously for more than thirty (30) days and are not entitled to sick benefits, their employment will be automatically terminated.

1.4.1 A leave of absence granted continuous with an incidental absence will become effective from the first day of absence.

Section 2. Types of Authorized Leaves of Absence

2.1 Leave of absence for personal affairs is a leave granted to an employee who wishes time off from work to attend to some pressing personal affair such as, but not limited to, the settlement of an estate after death in the family, pregnancy, or serious illness of a member of the immediate family.

2.2 Leave of absence for Military Service is a leave granted to an employee who enters active service in the Armed Forces of the United States. Employees taking a leave under this Section will receive treatment in accordance with the Military Leave Agreement between the Union and the Company at the time of their deployment.

2.2.1 Leaves granted under this Section will comply with applicable Federal and State Legislation and the Military Leave Agreement between the Union and the Company concerning the length of the leave and reinstatement after completion of service.

2.3 Leave of absence for personal illness is a leave granted to an employee who is not eligible for benefits under the Plan for Employees' Disability Benefits and because of a personal illness suffered by the employee is unable to report for regularly assigned duties.

2.3.1 Leaves requested under this Section may be extended for reasonable periods of time on proper Company approval.

2.3.2 The Company, at its option and at its expense, may have the employee on leave of absence for illness report to a physician selected by the Company for a medical examination and the Company will determine whether the employee's leave of absence shall be continued, based upon the medical report submitted by the physician.

2.3.2.1 The leave of absence will terminate upon a physician's report that the individual is fit to return to work, and the individual has been notified to return with reasonable time allowed for reporting for assignment.

Section 3. Return from Leave Before Expiration of Leave

3.1 A regular employee on leave of absence and who may return to work as a non-regular employee at the discretion of the Company before the expiration of such leave will not experience a break in service because of such non-regular employment.

Such an employee is treated as a non-regular employee only while engaged on the non-regular work.

Section 4. Leave of Absence for Union Business (See Article 25)

**ARTICLE 22
TERMINATION ALLOWANCE**

Section 1. Eligibility

- 1.1 Regular full-time and regular part-time employees are eligible for termination allowance under the provisions of this Article 22.
- 1.2 Termination allowance will be paid as herein provided to eligible employees whose service with the Company is terminated by layoff, by compulsory retirement without pension, by displacement arising through technological change, or by discharge, dismissal or release without sufficiency of cause.
- 1.3 No termination allowance shall be due to an employee whose termination is the result of (a) resignation or quit by the employee, (b) death, (c) voluntary or involuntary retirement with pension, (d) transfer to another System company, (e) discharge, dismissal, or release for cause, or (f) as a result of any sale or other disposition by the Company of the exchange at which the employee is working or at which the employee is assigned to work out of, when the employee concerned is continued in the employment of the company as of the new management of the exchange.

Section 2. Computation

- 2.1 Termination Allowance will be computed as follows:
 - 2.1.1 One (1) week of pay for each completed year of net credited service up to and including five (5) years; plus
 - 2.1.2 Two (2) weeks of pay for each completed year of net credited service from six (6) years to ten (10) years, both inclusive; plus
 - 2.1.3 Three (3) weeks of pay for each completed year of net credited service from eleven (11) years to thirteen (13) years, both inclusive; plus
 - 2.1.4 Four (4) weeks of pay for each completed year of net credited service beyond thirteen (13) years
- 2.2 A week of pay for the purpose of this Article 22 shall be the normal basic rate of pay of the employee at time of termination plus any permanent differential which effectively becomes a part of the basic rate for the duties performed. Overtime and premium payments will not be considered.
- 2.3 Termination allowance for part-time employees will be computed according to the representative normal work week for each such employee.

- 2.4 Termination allowance will be exclusive of earned pay and of vacation payments to which the employee may be eligible. Furthermore, it shall be computed without regard to unemployment compensation as established by governmental programs.

Section 3. Payment Method

- 3.1 Termination allowance will be paid on a weekly basis for the hours equivalent to the employee's regular work week to the extent of the total allowance granted. Such payment, however, shall not operate to change the effective date of termination of employment, which shall be the last day worked.
- 3.2 Lump sum payment shall be made at the employee's request conditional upon full termination of employment with no further obligation resting upon the Company with respect to that employee.

Section 4. Administration

- 4.1 Whenever an employee who has been paid termination allowance is subsequently reemployed and is again terminated, termination allowance in the instance of the second, and subsequent, terminations will be computed on the basis of total net credited service less payments previously received.
- 4.2 No termination allowance shall be due any eligible employee who fails or refuses to accept an offered comparable job assignment within the same headquarters location area without good and sufficient cause demonstrated.
 - 4.2.1 If such an offer for transfer be made when the employee is receiving termination allowance payments, such payments will thereupon be discontinued.
 - 4.2.2 Employees who disqualify themselves for termination allowances by refusal of available transfer opportunities will be treated as waiving all further rights to reemployment and to eligibility for or continuation of termination allowance payments.
- 4.3 Eligible employees may refuse to accept an offer of a comparable job assignment in some other headquarters location area without loss of termination allowance. However, upon such refusal, they will be treated as waiving all further rights to reemployment with the Company as otherwise provided in this Agreement.

**ARTICLE 23
PENSIONS**

Section 1. Pension Plan

- 1.1 The pension plan for the employees of the Company covered by this Agreement shall be the plan as outlined in the booklet, "GTE Benefits-Pension Summary Plan Description," as amended or as may be amended thereafter.

Section 2. Pension Plan Changes

- 2.1 During the term of this Agreement, the Company agrees that no changes will be made in the "GTE Southwest Incorporated Plan for Hourly-Paid Employees' Pensions" without prior concurrence of the Union.

ARTICLE 24 DEDUCTION OF UNION DUES

Section 1. Company to Deduct Dues and Initiation Fee

- 1.1 The Company agrees to make deductions of an initial initiation fee and of monthly Union membership dues from the pay of any eligible employee upon receipt from the Union of written authorization properly executed by the employee.
- 1.1.1 The only recognized form will be that entitled "Payroll Allotment Authorization for Union Dues or Amount Equivalent to Union Dues" as mutually agreed upon.
- 1.1.2 The Company will forward amounts so deducted to the Secretary-Treasurer of the Union or, upon direction, to the duly designated representative.

Section 2. Cancellation of Union Dues

- 2.1 It is understood that any authorization of dues deductions shall be irrevocable for the period of one (1) year from the date of the authorization or until the expiration of this Agreement, whichever first occurs. This also applies to any dues increase in such period.
- 2.1.1 After the period of one (1) year, and prior to the expiration of the Agreement, employees may cancel and revoke their dues authorizations by giving written notice to the Company with a copy to the Union not more than forty (40) days nor less than ten (10) days prior to the anniversary date of this Agreement.

Section 3. Suspension of Dues Deductions

- 3.1 Dues deductions shall be suspended during payroll periods in which sufficient earnings and benefits payments are not available, and such dues deductions shall be automatically resumed when there are sufficient earnings and/or benefits in the payroll period in which dues are deducted.

Section 4. Company to Furnish List

- 4.1 Each month the Company shall furnish the Union by computer tape:
- 4.1.1 The names of employees for whom initiation fees and dues deductions are made and the amount for each employee.
- 4.1.2 The names of employees who have dues deduction cards on file and for whom no deductions are made together with reasons therefore.

- 4.2 The Union agrees to reimburse the Company at a total service charge of fifty-five dollars (\$55.00) per month.

Section 5. Company Liability

- 5.1 The Union agrees that the Company assumes no responsibility in connection with deductions of dues except that of forwarding monies deducted as set forth in Section 1 of this Article. It is understood and agreed that neither Verizon Southwest Incorporated nor any of its Officers or Agents shall be held liable in any way by virtue of its honoring this assignment nor for any loss by action of the Union or its Officers.

ARTICLE 25 UNION BUSINESS AND RESPONSIBILITIES

Section 1. Union Activity on Company Time

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

Section 2. Union Agrees Not to Coerce Employees

- 2.1 The Union agrees not to exert any coercion or intimidation on any employee because of non-membership in the Union for the purpose of inducing membership in the Union.

Section 3. Leave of Absence for Union Business

- 3.1 Employees elected or selected to full-time positions in the International or Local Union which take them from their employment with the Company, shall, upon written request to the Company, each receive leaves of absence for periods of twelve (12) months, the sum total of which shall not exceed fifteen (15) years. Upon return they shall be reemployed at work generally similar to that which they did last prior to their leaving. Employees who return shall be assigned to the same position on the wage schedule where they were working at the time their leave of absence commenced.
- 3.1.1 A request for leave of absence for Union business shall be in writing from the Union and shall be furnished to the Company at least thirty (30) calendar days in advance of the original request for leave. At least fifteen (15) calendar days notice shall be furnished to the Company in writing in advance of each subsequent twelve (12) months of leave.
- 3.1.2 Not more than eight (8) such employees shall be granted a leave of absence for Union business at a time.
- 3.1.3 Employees who are allowed a leave of absence for Union business shall take such leave without prejudice to their job rights and credited service.
- 3.1.4 Sick benefit credits and wage progression credits will not accumulate while an employee is on leave of absence for Union business. Changes in the basic hourly rate for the employee's wage step will be recognized for the purpose of pension calculations.

- 3.1.5 Pension credits and full wage credit for pension purposes will accumulate to employees while on leave of absence for Union business.
- 3.1.6 Employees who do not return to work as specified in their request for leave of absence shall be considered to have automatically terminated their employment effective on the date when the leave of absence started.
- 3.2 Incidental leaves of absence for Union duties: Employees of the Company who are officers of the Union Local, not to exceed eight (8) in number, may upon fifteen (15) days written notice to the Company be granted incidental leave of absence without pay in accordance with the following, provided service requirements will permit:
 - 3.2.1 A leave of absence shall be for not less than a period of thirty (30) days or more than sixty (60) days and must run continuously.
 - 3.2.2 Any such leave of absence shall not prejudice an employee's job rights nor shall the period of such leave be deducted from an employee's credited service or cause a break in such service.
 - 3.2.3 Any portion of such leave of absence over thirty (30) days shall not be counted for wage progression purposes.
 - 3.2.4 If the Union shall request an extension of such leave of absence, such an extension shall be considered under the terms of Paragraph 3.1 (including subsections).

Section 4. Time Off for Union Duties

- 4.1 Employees of the Company who are officers or designated representatives of the Union shall, upon reasonable notice to the employee's immediate supervisor, be allowed to take time off without pay up to and including forty (40) scheduled working days per contract year; provided, however, that no more than ten (10) scheduled working days of time off granted under that Section shall run consecutively.
 - 4.1.1 The Company and the Union agree to meet and discuss individual cases where an employee requests to exceed the time limit specified in paragraph 4.1. The Company agrees to take into consideration any extenuating circumstances presented by the employee before determining whether to grant the request.
- 4.2 Reasonable notice shall be forty-eight (48) hours. Time off, as described in Paragraph 4.1 herewith, may be granted with less than forty-eight (48) hours notice by the employee's immediate supervisor in case of emergency if the service requirements permit. It is understood and agreed that in those cases where the Union Representative has knowledge of the need to be off in advance of forty-eight (48) hours, it is incumbent upon such Representative to give the immediate supervisor as much advance notice as possible.
- 4.3 If the Union shall request an extension of time off for Union business, such an extension shall be considered under the terms of Section 3 of this Article.
- 4.4 Employees will be allowed time off for Union duties on the basis of the total number of employees within the same job title and geographical boundary of the Operations

Center or Division. At one time or during any portion of the same period, the following will apply:

Number of Employees Within the Location By Title	Number Excused
1 - 15	1
16 - 30	2
31 - 45	3
46 - 65	4
66 - 100	5
Over 100	6

For Union convention purposes, each year the Union may submit a list of representatives not to exceed one hundred and twenty-five (125) in number per year for whom time off is desired. Such list must be submitted at least ten (10) working days prior to the beginning date of the absence. If service requirements permit, such time off without pay not to exceed three (3) scheduled working days not to include Saturday and Sunday for each employee shall be granted. This time off shall be deducted from the forty (40) days allowable as covered under Section 4, Paragraph 4.1.

4.5 This Section shall not apply to any joint Union-Management meeting.

Section 5. Bulletin Boards

5.1 The Union shall have the use of Company bulletin boards for the posting of material necessary to the conduct of its affairs or space shall be provided by the Company for Union bulletin boards to be erected by the Union.

Section 6. List of Union Representatives

6.1 The Union agrees to furnish and maintain a current list of its Union Representatives. Such list shall be given to the Vice President-Human Resources of the Company.

Section 7. Joint Union-Management Negotiations

7.1 The Company agrees to pay the basic straight time wages (maximum 40 hours per week), for up to three (3) Company employees of the Union Negotiating Committee for the month prior and the portion of the month up to and including the expiration date of the labor agreement.

7.1.1 The time paid for shall be limited to lost, scheduled work time.

ARTICLE 26 COMPANY RIGHTS AND RESPONSIBILITIES

Section 1. Rights of Management

1.1 This Agreement shall not limit the Company in the exercise of any of the generally recognized customary rights of management to hire new employees, to discharge for cause, to promote, demote, transfer and lay off in accordance with the provisions of

this Agreement, to establish work schedules and hours of work and to discipline for violation of Company rules. All other customary management rights shall be reserved solely by the Company.

Section 2. Company Shall Determine Size of Work Force

- 2.1 The Company shall determine the size of the work force for all departments and shall make such adjustments in the size of the work force as are necessary to insure a profitable operation of the Company.

Section 3. Company Will Not Interfere With Union

- 3.1 The Company agrees not to coerce or interfere with any employee with the object of restraining membership in the Union nor to discriminate in any way against employees because of membership in the Union.

Section 4. Company to Furnish List of Employees to Union

- 4.1 Company agrees to furnish to the Union, on or before December 1, a list of all employees within the designated bargaining unit showing name, employee number, work location, job title, and seniority date.
- 4.2 The Company will provide the Union additional lists of employees, as designated in Paragraph 4.1 herewith, as requested by the Union at current net cost to the Company for production of the same. The cost is established to be sixty-five dollars (\$65.00) each throughout the principal term of this Agreement.

ARTICLE 27 CONTRACT LABOR

Section 1. Use of Contract Labor

- 1.1 Contract labor shall be held to nine (9) percent of the aggregate bargaining unit work force and in no case shall trouble shooting, cable splicing, plant maintenance (except any maintenance incidental to central office installation projects and construction projects), and station installation (except the installation of underground station or explosive resistant equipment unless the equipment is owned and maintained by the Company) be contracted out except in case of emergency or where the Company makes available a minimum of eight (8) hours of overtime per week to the employees who normally perform the work in question.
- 1.1.1 Contract work shall not, in any case, result in the lay off or part-timing of any regular Service Department or Engineering-Construction Department employee who is qualified to do the work so contracted and provided that regular employees of the Company are willing to do the work in question.
- 1.1.2 This Article 27 shall not apply to installation of central office equipment, burying drops, buried placement, locating cable, non-regulated competitive bid situations, air conditioning and other service contracts.

- 1.1.2.1 Contract labor associated with buried placement will be excluded from the contract labor cap.

ARTICLE 28 GROUP INSURANCE

28.1 The benefits provided by the Medical and Dental Plans, in effect upon the date of signing the Agreement, as described in the appropriate Summary Plan Description (SPD), will not be discontinued or amended without the agreement of the Company and the Union.

28.2 The selection of the insurance carrier, the establishment of all terms and conditions relating thereto, shall be matters resting solely within the discretion of the Company. Likewise, methods of payment, accounting procedures and administrative execution of the Plans should be matters solely within the discretion of the Company.

28.3 With respect to Medical, the Company agrees to the following during the life of this Contract:

28.3.1 For each Plan Year beginning on and after January 1, 2013, an employee who enrolls in a Sponsored Plan, or, in the alternative, an HMO, EPO, or any other medical option (collectively "Other Medical Option") offered by the Company, will pay a Monthly contribution on a before-tax basis towards the cost of coverage for the medical coverage category elected by such employee ("Monthly Employee Contribution").

28.3.2 The Monthly Employee Contribution for the Sponsored Plans is set forth below. With respect to the Monthly Employee Contribution for any Other Medical Option offered by the Company, the Monthly Employee Contribution for the medical coverage category elected by such employee under such Other Medical Option will be no greater than 150% of the Monthly Employee Contribution for a Sponsored Plan. All employees and eligible dependents who receive Medical Coverage and contribute on a before-tax basis, will be subject to the mid-year change rules applicable to Internal Revenue Code section 125 cafeteria plans.

28.3.3 **Tobacco User Surcharge.** With respect to the Monthly Employee Contributions, an employee will be eligible for the non-tobacco user contribution rates (set forth below) for medical coverage if such employee and his or her covered dependents do not use tobacco products or satisfy a reasonable alternative standard as determined by the Company (e.g., complete an annual smoking cessation program).

28.3.3.1 **Employees and/or covered dependents who use tobacco and who are enrolled in the Sponsored Medical Plan (or any Other Medical Option provided by the Company) will pay a Monthly Tobacco User Surcharge of \$50 in addition to the Monthly Employee Contributions provided for below.**

- 28.3.4 Wellness Credit.** An employee will also be eligible to receive an annual credit of \$100 in each of the years, **2019, 2020, 2021, and 2022**, prorated based on when during the year the employee completes an annual health risk assessment provided by the Company, and prorated on a pay-period basis toward the employee's contribution for healthcare.
- 28.3.5** *In situations where employees elect to cover their spouse/DP under the company-sponsored medical plan or any **Other Medical Option**, where the spouse/DP is eligible for and enrolls in medical coverage from another employer, the spouse/DP's medical plan is considered primary and the employee's plan is considered secondary.*
- 28.3.6** The Monthly Employee Contribution will be deducted from the employees' bi-weekly pay. However, in those circumstances where an employee is not receiving pay the employee will be billed for the contribution amount(s) or the contribution amount(s) will be applied to subsequent pay.
- 28.3.7** **The 2018 Monthly Employee Contribution required of regular full-time employees for the Sponsored Medical Plan will continue to be the following flat dollar amounts:**

Coverage Category	Sponsored Plan Monthly Employee Contribution (Non-Tobacco User)
Employee Only	\$78.33
Employee + 1 or more	\$148.33

Effective January 1, 2019, the Non-Tobacco User Monthly Employee Contribution required of regular full-time employees for the Sponsored Medical Plan will be as follows for the level of coverage selected by the employee (Employee Only or Employee + 1 or more):

Coverage Category	2019	2020	2021	2022
PPO				
Employee Only	\$78.33	\$96.33	\$110.33	\$110.33
Employee + 1 or more	\$148.33	\$184.33	\$212.33	\$212.33
EPO				
Employee Only	\$113.33	\$140.33	\$161.33	\$161.33
Employee + 1 or more	\$218.33	\$272.33	\$314.33	\$314.33

28.3.8 The Monthly Employee Contribution required of Regular Part Time Employees (All coverage tiers) for the Sponsored Medical Plan will be:

Regular Part Time Employees	Employee Monthly Contributions
Less than 17 hours per week	100% of premium
17 hours but less than 25 hours per week	50% of premium
25 hours per week or more	Same as Regular Full Time monthly contributions as set forth above

28.4 With respect to Dental, the Company agrees to the following monthly premiums during the life of this Contract:

28.4.1 The Monthly Company Contribution for Regular Full Time Employees enrolled in the Sponsored Dental Plan or a non-negotiated dental plan will be:

	Company Contributions
Employee	100%
Employee + 1	80%
Family	80%

28.4.2 The Monthly Company Contribution for Regular Part Time Employees (all coverage tiers) enrolled in the Sponsored Dental Plan or a non-negotiated dental plan will be:

Hours Scheduled Per Week	Company Contributions	
	Employee	Employee + 1 and Family
Less than 17 hours per week	0% of premium	0% of premium
17 hours but less than 25 hours per week	50% of premium	50% of premium
25 hours per week or more	Same as Full-time	Same as Full-time

ARTICLE 29

PART A SICKNESS DISABILITY BENEFITS

Section 1. Application

1.1 All regular employees of the Company shall, after a term of employment of one (1) year, qualify to receive payments under these regulations on account of physical disability to work by reason of sickness. Such payments are hereinafter referred to as Sickness Disability Benefits. Such payments shall terminate when disability ceases and shall in no case extend beyond the periods hereinafter mentioned. For the purpose of this Plan, Sickness shall include injury other than accidental injury arising out of and in the course of employment by the Company.

1.1.1 The specification "on account of physical disability to work by reason of sickness" is to be construed literally and strictly in determining eligibility in any case (except in the instance of personal injury as set forth thereafter in the same Paragraph 1.1) and the term "physical" is exclusive of mental and emotional, except as provided in Paragraph 1.1.2 following.

1.1.2 **For claims filed before 8/24/2018**, an exception will be made under circumstances of mental or emotional disorders where a qualified psychiatrist, psychologist, certified social worker, advanced clinical practitioner or licensed professional counselor shall deliver to the Company a diagnostic report with a certification that the mental or emotional disorder is sufficiently serious to prevent the employee from performing any productive work for the Company or in cases of alcoholism, chemical dependency or drug addiction when the employee is hospitalized in facilities approved by the Company. In such instances, sickness disability benefit payments will be made conditional that the individual actively undergoes a prescribed program of treatment.

For claims filed on or after 8/24/2018, an exception will be made under circumstances of mental or emotional disorders where the employee's primary care physician, a licensed clinical psychologist, or a licensed psychiatrist delivers to the Company a diagnostic report with certification that the mental or emotional disorder is sufficiently serious to prevent the employee from performing any productive work for the Company; in the event the mental or emotional disorder is sufficiently serious to prevent the employee from performing any productive work for the Company for more than 30 cumulative calendar days, this certification must be made by a licensed psychiatrist. In cases of alcoholism, chemical dependency, or drug addiction, an exception will be made when the employee is hospitalized in facilities approved by the Company. For all such exceptions, sickness disability benefit payments will be made conditional that the individual actively undergoes a prescribed program of treatment.

In the event any of the provisions of 29.1.1.2 conflict with any applicable federal, state or local law, those provisions shall be treated as modified to meet the applicable legal requirements or void if they cannot be

modified to meet applicable legal requirements.

Section 2. Computation

- 2.1 Sickness Disability Benefits in sickness disability cases shall be as follows:
- 2.1.1 If the term of employment has been twelve (12) months but less than sixty (60) months – Full pay four (4) weeks, half pay thirteen (13) weeks.
 - 2.1.2 If the term of employment has been sixty (60) months but less than one hundred twenty (120) months – Full pay thirteen (13) weeks, half pay thirteen (13) weeks.
 - 2.1.3 If the term of employment has been greater than one hundred twenty (120) months but less than one hundred eighty (180) months – Full pay thirteen (13) weeks, half pay thirty-nine (39) weeks.
 - 2.1.4 If the term of employment has been greater than one hundred eighty (180) months but less than two hundred forty (240) months – Full pay twenty (20) weeks, half pay thirty-two (32) weeks.
 - 2.1.5 If the term of employment is greater than two hundred forty (240) months – Full pay twenty-six (26) weeks, half pay twenty-six (26) weeks.
- 2.2 Waiting Periods
- 2.2.1 For employees who have had more than twelve (12) months of net credited service but less than (60) months, the waiting period shall be three (3) consecutive work days.
 - 2.2.2 For employees who have had (60) months or more of net credited service, but less than one hundred twenty (120) months, the waiting period shall be two (2) consecutive work days.
 - 2.2.3 For employees who have had one hundred twenty (120) months but less than two hundred forty (240) months of net credited service, the waiting period shall be one (1) work day.
 - 2.2.4 For employees who have had two hundred forty (240) months or more net credited service, there will be no waiting period.
 - 2.2.5 Contingent upon ratification on or before April 24, 2013 of the 2013 Proposal for Settlement, employees who have less than two hundred and forty (240) months of net credited service shall have no waiting period provided the employee is admitted into a hospital.

Section 3. Administration

- 3.1 Successive periods of Sickness Disability shall be counted together as one (1) period in computing the period during which the employee shall be entitled to benefits, except that any sickness occurring after an employee has been continuously engaged in the

performance of duty for thirteen (13) weeks shall be considered as a new sickness and not as a part of any disability which preceded such period of thirteen (13) weeks.

- 3.2 Employees shall not be entitled to receive Sickness Disability Benefits for time for which any other payments are paid them by the Company.
 - 3.2.1 An employee who is qualified for Sickness Disability Benefits, and whose condition permits reporting for work on a partial basis shall receive payments on a proportionate basis to the extent of Sickness Disability Benefits otherwise due. They shall be compensated for work performed by wage payment and by Sickness Disability Benefits for any balance of time remaining thereafter.
- 3.3 All claims for Sickness Disability Benefits to be valid must be made within sixty (60) days from the first day of absence on account of sickness.
- 3.4 Disabled employees shall keep the Company informed of their whereabouts; and, in case of absenting themselves from their home or normal location, written approval of absence for a specified time and the furnishing of satisfactory proof of disability becomes necessary or otherwise no benefits shall be paid for such period of absence.
- 3.5 Disabled employees shall not be entitled to benefits if they decline to have made by a physician, from time to time, such examination as the Company may deem necessary in order to ascertain the employee's condition or if they fail to give correct information respecting their condition.
- 3.6 Disabled employees must take proper care of themselves and have proper treatment. Benefits will be discontinued to employees who refuse or neglect to follow such recommendations.
- 3.7 For the purpose of administering this Plan, a tour of duty shall be defined as the entire scheduled work day of an employee. A session shall be defined as that portion of a tour of duty which occurs from the time an employee reports for work until excused for meal time or from the time returned from excused meal time until completion of scheduled day of work. A day in the waiting period shall be considered as an absence of eight (8) hours from scheduled time on one (1) day or on two (2) consecutively scheduled work days. If the absence, beginning on a scheduled work day, equals a full session (as defined above), then that session becomes a part of the waiting period in the event of continuous absence. In the application of shortened tours, the resulting number of hours shall be considered as eight (8) hours.
- 3.8 If an employee reports for duty and is forced by reason of illness to leave work, the employee will be paid for hours worked and the remainder of the session(s) will be subject to paid benefits or waiting periods as set forth in this Plan.
- 3.9 In case a holiday occurs during a period when employees are receiving Sickness Benefits, employees shall be entitled to receive their basic wage rate plus applicable differentials and/or premium payments. If, however, the holiday should occur during a waiting period, the holiday shall not be considered as one (1) of the waiting days.

PART B
ACCIDENT DISABILITY BENEFITS

Section 1. Computation of Benefits

- 1.1 The Company, as an employer, is subject to the “State Workers’ Compensation Laws”. These laws provide, in effect, that employees who are injured in the course of their employment or while they are engaged in the business of the Company shall, during the period of their resulting disability, receive the compensation prescribed by the various laws and, accordingly, the Company carries a policy of Workers’ Compensation Insurance to protect its employees in compliance with these laws. Under the provisions of these laws, however, insurance compensation does not commence until after certain “waiting periods” have elapsed following the date of injury. Such waiting periods are set out below or as may be amended by legislation:

Texas: Waiting period – Seven (7) calendar days (provided if and after disability has continued for four (4) weeks after date of injury, compensation shall be paid for the first seven (7) days).

- 1.2 In order to reduce the loss of earnings which will be suffered during the disability period, the Company will pay benefits to such injured employees in accordance with the following sections:

- 1.2.1 All regular employees who are injured in the course of their employment while engaged in the business of the Company, whose claim for compensation under the “Workers’ Compensation Laws” of the various states are acceptable under the terms of those laws, shall be paid an amount which when added to Workers’ Compensation payments will aggregate either 100% of regular basic daily wage (full pay) or 50% of regular basic daily wage (half pay) as outlined below:

1.2.1.1 If the term of employment has been less than sixty (60) months – full pay twenty-six (26) weeks, half pay twenty-six (26) weeks.

1.2.1.2 If the term of employment has been sixty (60) months but less than one hundred twenty (120) months – full pay thirty-nine (39) weeks, half pay thirteen (13) weeks.

1.2.1.3 If the term of employment has been one hundred twenty (120) months or more – full pay fifty-two (52) weeks.

1.2.1.4 Such disability is not to extend beyond the effective date of the beginning of total and permanent disability under Group Life Insurance or the granting of a disability pension.

1.2.1.5 The Compensation Laws of Texas provide that compensation will be paid for the first seven (7) day “waiting period” if the period of disability continues for four (4) weeks. If the period of disability extends four (4) weeks, the Company shall deduct from future payments to employees the amount in excess of that normally received by the employee for the first seven (7) calendar days.

- 1.2.2 Temporary employees will be eligible to receive full pay for only the first ten (10) work days of absence due to occupational injury.

Section 2. Administrative Instruction – Injury

- 2.1 Employees who are injured and are required to leave their work at any time during their regularly assigned session shall be paid in full at their basic wage rate, plus applicable differentials and/or premium payments, for the remainder of the day and shall commence to receive benefits as provided in Section 1.1 and 1.2 of this Article with the work day following the day of their injury.
- 2.2 If an employee is injured and required to leave work during a holiday session, payment of basic wage rate, plus applicable differentials and/or premium payments, shall be made.
- 2.3 Computation of weekly Workers' Compensation benefits shall be in accordance with applicable state laws.
- 2.4 In ascertaining the period during which Accident Disability Benefits shall be paid, the period of disability shall be taken as commencing upon the first day on which, because of disability, a full day's wages is not paid. Successive periods of disability from accident shall be counted together if from the same accident and separately if from different accidents.
- 2.5 Accidental injuries shall be considered as arising out of and in the course of employment only where the injury has resulted solely from accident during and in direct connection with the performance of duties to which employees are assigned in the service of the Company, or which they are directed to perform by proper authority, or involuntarily protecting the Company's property or interests, and there must be a clear and well-established history of the cause and circumstances of injury accidentally inflicted, and they must be sufficient to have produced the alleged injury, and there must be satisfactory evidence that such injury renders the employee unable to perform their duty in the service of the Company.

PART C GENERAL PROVISIONS

Section 1.

- 1.1 During the periods of Sickness or Accident Disability for which benefits are paid, employees shall not accumulate net credited service for the purpose of qualifying for benefits under this Plan.

Section 2.

- 2.1 Assignment of benefits under the Plan will not be permitted or recognized.

Section 3.

- 3.1 Benefits shall not be payable for both accident and sickness at the same time to the same person.

Section 4.

- 4.1 Employees separated from the services of the Company shall have no claim to any benefit or allowance under the Plan unless the right to such benefit has accrued prior to such separation.

Section 5.

- 5.1 "Full pay" and "half pay" for the purposes of this Plan shall be based on the number of scheduled hours per week, not including overtime, and shall be computed at the employees' basic rate of pay, plus permanent differential payments and night premium will be included if the premium was in full effect for the four (4) weeks preceding the employees' being placed on disability payroll, at the time the disability began, provided, however, that the benefits shall at no time exceed the pay the employees would receive based on their rate of pay and the general schedule of hours per week constituting a full week of service at the time the disability began.
- 5.2 Part-time employees shall be paid benefits at their basic wage rates based on their average scheduled work week computed from the six (6) month period immediately preceding their disability period.

Section 6.

- 6.1 Benefits under this Plan may be suspended or terminated in cases of conduct prejudicial to the interest of the Company.

Section 7.

- 7.1 All employees who shall be absent from duty on account of sickness or on-the-job injury must at once notify their immediate supervisor and furnish evidence of disability satisfactory to the Company. The employee shall not be entitled to benefits for time previous to such notice unless delay shall be shown to have been unavoidable and satisfactory evidence of disability is furnished.

Section 8.

- 8.1 Benefits shall not be payable to employees who are physically disabled by reason of injuries directly arising from employment with any other employer nor from circumstances directly associated with the pursuit of self-employment for profit in a personal business or occupation.
- 8.2 For purposes of this provision, work conducted for or on behalf of the Union wherein the employee retains normal employment with the Company, even though the employee may receive incidental payments from the Union, shall not be construed as engagement with another employer.

Section 9.

- 9.1 Whenever an employee entitled to Disability Benefits under this Plan is disabled by injury caused either intentionally or by the negligence of a third party, such employee need not elect whether to take such Disability Benefits or to pursue a remedy against such third party, but may proceed to accept applicable benefits under this Plan.

- 9.2 In the event that the employee elects to pursue a remedy against such third party, the Company shall have a lien on the proceeds of any recovery from such third party, whether by judgment, settlement, or otherwise, after the deduction of reasonable and necessary expenditures, including attorney's fees, incurred in effecting such recovery to the extent of the total amount of disability benefits provided by this Plan and paid.
- 9.3 Notice of such action by the employee against the third party shall be given within ninety (90) days thereafter to the Company. No compromise of any such course of action by the employee in an amount less than the benefits provided by the Plan shall be made in the absence of written consent of the Company.

Section 10.

- 10.1 Disability benefits remaining unpaid for any period prior to the death of an employee shall be payable to the named beneficiary or to the estate of said employee.

ARTICLE 30 MILITARY LEAVE AGREEMENT

Section 1.

- 1.1 Military leaves of absence will be granted to regular employees of the Company entering military services of the United States under any law which is now in effect or may in the future be enacted by the United States.
- 1.2 Application for reemployment must be made within ninety (90) days of release from active duty. If at the time of application for reemployment by an employee who has been in the military services no vacancy exists, one may be created by discharge, layoff, transfer or demotion, and in such cases the discharge, layoff, transfer or demotion will be in seniority order.

Section 2.

- 2.1 Regular employees, other than those employed on a regular part-time basis, who are members of the reserve components of the Armed Forces of the United States, shall be excused for a period not to exceed fourteen (14) calendar days in any calendar year to attend military training and they will be paid the difference, if any, between the total pay they received from the government for the fourteen (14) day tour of duty and their basic wage rate from the Company for ten (10) workdays, provided military pay is the lower of the two. The employee must provide a copy of his/her military orders to the supervisor prior to the commencement of leave showing the dates of the leave.
- 2.1.1. The above maximums will be increased to fifteen (15) calendar days in any calendar year to attend military training and eleven (11) workdays pay if the employee's training begins on a Friday.
- 2.1.2. Regular part-time employees shall be excused without pay for a period not to exceed two (2) weeks (or fifteen calendar days if the leave begins on a Friday) in any calendar year to attend military training.

Section 3. Employee Benefits Granted to Employees on Military Leave

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

3.1.1 Group Life Insurance

Group Life Insurance for an employee will be continued by the Company for one hundred twenty (120) days after the beginning of the leave and then cancelled at the end of the one hundred twenty (120) day period. Upon reinstatement, the employee may have Group Life Insurance reinstated without a physical examination provided the employee makes application for such reinstatement within ninety (90) days after returning to work.

3.1.2 Pension Plan

An employee shall be given full service credit under the Plan for Employees' Pensions for the term of a military leave of absence provided, however, that such credit shall be given only if the employee is covered by the Plan for Employees' Pensions at the time the military leave became effective.

3.1.3 Vacation

Employees who enter military service may receive a lump sum payment in lieu of vacation to which such employees were entitled at the time they leave the Company to enter military service. Upon reinstatement with the Company, vacation privileges will be reinstated and the time spent on military leave will be counted as credited service for the purposes of computing vacation eligibility.

3.1.4 Sick Leave Credit

Upon reinstatement after a military leave of absence, employees will be granted the same amount of sick benefit credit they had at the time of the beginning of the leave.

3.1.5 Service Pins

Military leave of absence service will be counted as credited service for purposes of computing service pin eligibility.

3.1.6 Telephone Concession

Telephone concessions that may be in effect at the time a military leave of absence is granted will be continued at one-half (1/2) the regular filed tariff rate for the period of the military leave. This service would normally be given only where the employee concerned had maintained a home with those dependent upon the employee for support.

3.1.7 Wages and Wage Progression

Military leave of absence service will be considered as service with the Company in the determination of credited service for purposes of scheduled wage increases or other wage purposes.

3.1.8 Seniority

An employee will accumulate net credited service for seniority during the period of military leave.

Section 4. General Provisions

- 4.1 An employee who is presently on military leave of absence and who is eligible for benefits upon reinstatement will be granted such benefits in accordance with the provisions of Section 3 of this Agreement.
- 4.2 This Agreement supersedes any and all plans or agreements covering military leave of absence of this Company or any predecessor companies.

**ARTICLE 31
CONTENTS AND VALIDATION**

Section 1. Contents of Agreement

- 1.1 This Agreement contains the entire agreement between the Company and the Union. There are no oral agreements which have not been reduced to writing for inclusion in this Agreement and no changes shall be effective until reduced to writing and signed by an officer of the Company and by an officer of the Union.

Section 2. Federal and State Laws

- 2.1 In the event any applicable and effective Federal or State Law affects any one or more practices or provisions of this Agreement, the practices or provisions so affected shall be made to comply with the requirements of such law, and in all other respects, the Agreement shall continue in full force and effect.

**ARTICLE 32
DURATION**

Section 1. Duration of Agreement

- 1.1 This Agreement **shall** become effective **August 5, 2018**, and shall remain in effect for an initial period to and including August 6, **2022**, and shall continue in effect thereafter unless terminated by a sixty (60) day prior written notice given by either party to the other, in which event this Agreement shall terminate sixty (60) days following the receipt of such notice.

Section 2. Negotiations at Ending of Initial Term

- 2.1 At any time after sixty (60) days prior to the expiration of the initial term, either party may serve written notice on the other party of its desire to negotiate revisions, changes, modifications and amendments to this Agreement. In such event, the parties agree to commence collective bargaining within thirty (30) days after receipt of such notice by other party unless mutually agreed otherwise. Both parties agree to make bona fide bargaining attempts to resolve any differences during such negotiations.

- 2.2 It is mutually agreed that no notice of termination of this Agreement shall be given by the party having given notice of desire to amend prior to thirty (30) days after the beginning of such period of bargaining upon amendments. It is further agreed, however, that a notice of termination given under this provision of this Section 2 of this Article shall be effective to terminate this Agreement thirty (30) days following receipt of such notice by the other party rather than as set forth in this Article in Section 1 thereof.

EXECUTED this 5th day of **August, 2018**, Irving, Texas

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

WAGE SCHEDULE GUIDE

APPENDIX A

SCHEDULE AU

House Utilities Attendant

SCHEDULE SC

Language Assistance Retail Sales Consultant
Retail Sales Consultant

SCHEDULE A

Office Clerk

SCHEDULE B

Reports & Records Clerk

SCHEDULE C

Dispatch Clerk-Group 2 (See *Exhibit 1 Below*)
General Clerk
Keypunch Operator A

SCHEDULE D

Administrative Clerk
Cable Splicer Helper
Customer Service Representative
Customer Technician Intern
Dispatch Clerk-Group 1 (See *Exhibit 1 Below*)
Equipment Installer Helper
Equipment Specialist
Facility Provisioning Assistant
Frame Worker
Garage Mechanic Helper
Ground Worker
Multilith Operator I
Remittance Clerk
Switching Services Support Clerk

SCHEDULE DD

Consumer Sales Consultant

SCHEDULE DDD

Customer Contact Sales Associate

SCHEDULE E

Business Account Representative
Business Customer Service Representative
Collector/Maintainer
Customer Relations Specialist
Graphics Operator
Network Assistant
Plant Assignment Clerk
Public Access Sales Technician
Senior Remittance Clerk

SCHEDULE EE

Business Customer Representative

SCHEDULE F

Access Billing Representative
Access Ordering Representative
Business Sales Support Specialist
Customer Care Advocate
Customer Inquiry Advocate
Facility Provisioning Specialist
Fiber Customer Support Analyst
Garage Mechanic
Language Assistance Fiber Customer Support Analyst
Network Access Specialist
Switch Provisioning Specialist
Vehicle Maintenance Mechanic

SCHEDULE G

Lineworker

SCHEDULE H

Customer Zone Technician II
Fiber Network Field Technician

SCHEDULE HH

Building Services Specialist
Building Services Technician
Cable Splicer
Chief Garage Mechanic
Customer Equipment Technician
Customer Zone Technician I
Equipment Installer
Equipment Repair Technician
Facility Assigner
Fiber Network Technician
Monitor & Control Technician
Network Access Tester
Outside Plant Technician
Vehicle Maintenance Technician

SCHEDULE I

Customer Engineer – Data Application

SCHEDULE CE

BSW Assistant

SCHEDULE CD

Facility Locate Technician

SCHEDULE CC

BSW Technician

Exhibit 1

Dispatch Clerk

- 1 Effective August 5, 2018, the Lead Dispatch Clerk, Administrative Clerk (DRC) and BSW Clerk classifications will be re-named to “Dispatch Clerk – Group 1 or Group 2.”
 - a. All existing Lead Dispatch Clerks hired into the Lead Dispatch Clerk classification prior to August 5, 2018, will be re-titled to Dispatch Clerk – Group 1 and remain on wage schedule D.
 - b. All existing Administrative Clerks assigned to the Dispatch Resource Center (DRC) prior to August 5, 2018, will be re-titled Dispatch Clerk – Group 1 and remain on wage schedule D.
 - c. All existing Dispatch Clerks hired into the Dispatch Clerk classification prior to August 5, 2018, will be re-titled to Dispatch Clerk–Group 1 and will be upgraded from wage schedule C to wage schedule D. The Dispatch Clerk classification will be eliminated from the agreement. Wage treatment will follow the provisions of Article 13, Section 4.
 - d. All existing BSW Clerks hired to support the DRC prior to August 5, 2018, will be re-titled to Dispatch Clerk–Group 1 and will be upgraded from wage schedule CD in BSW CBA 548 to wage schedule D in the Core CBA 48. The BSW Clerk classification will be eliminated from the agreement. Wage treatment will follow the provisions of Article 13, Section 4.
 - e. New and existing employees who move into the Dispatch Clerk classification on or after August 5, 2018 will be titled as Dispatch Clerk–Group 2. Effective August 5, 2018, Dispatch Clerk–Group 2 employees will be placed on wage schedule C.
- 2 The duties of employees in the two (2) Dispatch Clerk Groups are the same and include the duties performed by employees in the Lead Dispatch Clerk, Administrative Clerk (DRC), Dispatch Clerk and BSW Clerk classifications.
 - a. Unless specifically provided otherwise, employees in the two (2) Dispatch Clerk Groups will be considered one (1) classification.

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

WAGE SCHEDULES

Frontier Southwest Incorporated
Wage Schedule A

		2.25%	2.00%	2.00%	2.00%
	Current Hourly Rate	Hourly Rate Effective 8/5/2018	Hourly Rate Effective 8/4/2019	Hourly Rate Effective 8/2/2020	Hourly Rate Effective 8/08/2021
Start	\$10.82	\$11.06	\$11.28	\$11.51	\$11.74
6 Mo.	\$12.36	\$12.64	\$12.89	\$13.15	\$13.41
12 Mo.	\$13.17	\$13.47	\$13.74	\$14.01	\$14.29
18 Mo.	\$14.07	\$14.39	\$14.68	\$14.97	\$15.27
24 Mo.	\$14.99	\$15.33	\$15.64	\$15.95	\$16.27
30 Mo.	\$15.98	\$16.34	\$16.67	\$17.00	\$17.34
36 Mo.	\$17.06	\$17.44	\$17.79	\$18.15	\$18.51
42 Mo.	\$18.21	\$18.62	\$18.99	\$19.37	\$19.76
Top	\$19.42	\$19.86	\$20.26	\$20.67	\$21.08

Job Titles: OFFICE CLERK

Frontier Southwest Incorporated
Wage Schedule B

		2.25%	2.00%	2.00%	2.00%
	Current Hourly Rate	Hourly Rate Effective 8/5/2018	Hourly Rate Effective 8/4/2019	Hourly Rate Effective 8/2/2020	Hourly Rate Effective 8/08/2021
Start	\$11.44	\$11.70	\$11.93	\$12.17	\$12.41
6 Mo.	\$13.15	\$13.45	\$13.72	\$13.99	\$14.27
12 Mo.	\$14.06	\$14.38	\$14.67	\$14.96	\$15.26
18 Mo.	\$14.99	\$15.33	\$15.64	\$15.95	\$16.27
24 Mo.	\$16.06	\$16.42	\$16.75	\$17.09	\$17.43
30 Mo.	\$17.15	\$17.54	\$17.89	\$18.25	\$18.62
36 Mo.	\$18.30	\$18.71	\$19.08	\$19.46	\$19.85
42 Mo.	\$19.59	\$20.03	\$20.43	\$20.84	\$21.26
Top	\$20.93	\$21.40	\$21.83	\$22.27	\$22.72

Job Titles: REPORTS & RECORDS CLERK

Frontier Southwest Incorporated
 Wage Schedule C

		2.25%	2.00%	2.00%	2.00%
	Current	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Hourly Rate	Effective	Effective	Effective	Effective
		8/5/2018	8/4/2019	8/2/2020	8/08/2021
Start	\$12.28	\$12.56	\$12.81	\$13.07	\$13.33
6 Mo.	\$14.09	\$14.41	\$14.70	\$14.99	\$15.29
12 Mo.	\$15.08	\$15.42	\$15.73	\$16.04	\$16.36
18 Mo.	\$16.13	\$16.49	\$16.82	\$17.16	\$17.50
24 Mo.	\$17.23	\$17.62	\$17.97	\$18.33	\$18.70
30 Mo.	\$18.43	\$18.84	\$19.22	\$19.60	\$19.99
36 Mo.	\$19.74	\$20.18	\$20.58	\$20.99	\$21.41
42 Mo.	\$21.13	\$21.61	\$22.04	\$22.48	\$22.93
Top	\$22.58	\$23.09	\$23.55	\$24.02	\$24.50

Job Titles: DISPATCH CLERK-GROUP 2
 GENERAL CLERK
 KEYPUNCH OPERATOR A

Frontier Southwest Incorporated
 Wage Schedule D

		2.25%	2.00%	2.00%	2.00%
	Current	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Hourly Rate	Effective	Effective	Effective	Effective
		8/5/2018	8/4/2019	8/2/2020	8/08/2021
Start	\$12.73	\$13.02	\$13.28	\$13.55	\$13.82
6 Mo.	\$14.69	\$15.02	\$15.32	\$15.63	\$15.94
12 Mo.	\$15.79	\$16.15	\$16.47	\$16.80	\$17.14
18 Mo.	\$17.03	\$17.41	\$17.76	\$18.12	\$18.48
24 Mo.	\$18.28	\$18.69	\$19.06	\$19.44	\$19.83
30 Mo.	\$19.65	\$20.09	\$20.49	\$20.90	\$21.32
36 Mo.	\$21.14	\$21.62	\$22.05	\$22.49	\$22.94
42 Mo.	\$22.69	\$23.20	\$23.66	\$24.13	\$24.61
Top	\$24.42	\$24.97	\$25.47	\$25.98	\$26.50

Job Titles: ADMINISTRATIVE CLERK
 CABLE SPLICER HELPER
 CUSTOMER SERVICE REPRESENTATIVE
 CUSTOMER TECHNICIAN INTERN
 DISPATCH CLERK-GROUP 1
 EQUIPMENT INSTALLER HELPER
 EQUIPMENT SPECIALIST
 FACILITY PROVIONING ASSISTANT
 FRAMEWORKER
 GARAGE MECHANIC HELPER
 GROUND WORKER
 MULTILITH OPERATOR I
 SWITCHING SERVICES SUPPORT CLERK

Frontier Southwest Incorporated
 Wage Schedule DD

		2.25%	2.00%	2.00%	2.00%
	Current	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Hourly Rate	Effective	Effective	Effective	Effective
		8/5/2018	8/4/2019	8/2/2020	8/08/2021
Start	\$13.23	\$13.53	\$13.80	\$14.08	\$14.36
6 Mo.	\$15.26	\$15.60	\$15.91	\$16.23	\$16.55
12 Mo.	\$16.42	\$16.79	\$17.13	\$17.47	\$17.82
18 Mo.	\$17.69	\$18.09	\$18.45	\$18.82	\$19.20
24 Mo.	\$19.00	\$19.43	\$19.82	\$20.22	\$20.62
30 Mo.	\$20.42	\$20.88	\$21.30	\$21.73	\$22.16
36 Mo.	\$21.98	\$22.47	\$22.92	\$23.38	\$23.85
42 Mo.	\$23.60	\$24.13	\$24.61	\$25.10	\$25.60
Top	\$25.39	\$25.96	\$26.48	\$27.01	\$27.55

Job Titles: CONSUMER SALES CONSULTANT

Frontier Southwest Incorporated
 Wage Schedule DDD

		2.25%	2.00%	2.00%	2.00%
	Current	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Hourly Rate	Effective	Effective	Effective	Effective
		8/5/2018	8/4/2019	8/2/2020	8/08/2021
Start	\$11.56	\$11.82	\$12.06	\$12.30	\$12.55
6 Mo.	\$13.32	\$13.62	\$13.89	\$14.17	\$14.45
12 Mo.	\$14.30	\$14.62	\$14.91	\$15.21	\$15.51
18 Mo.	\$15.41	\$15.76	\$16.08	\$16.40	\$16.73
24 Mo.	\$16.54	\$16.91	\$17.25	\$17.60	\$17.95
30 Mo.	\$17.80	\$18.20	\$18.56	\$18.93	\$19.31
36 Mo.	\$19.13	\$19.56	\$19.95	\$20.35	\$20.76
42 Mo.	\$20.56	\$21.02	\$21.44	\$21.87	\$22.31
Top	\$22.13	\$22.63	\$23.08	\$23.54	\$24.01

Job Titles: CUSTOMER CONTACT SALES ASSOCIATE

Frontier Southwest Incorporated
 Wage Schedule E

		2.25%	2.00%	2.00%	2.00%
	Current	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Hourly Rate	Effective	Effective	Effective	Effective
		8/5/2018	8/4/2019	8/2/2020	8/08/2021
Start	\$13.21	\$13.51	\$13.78	\$14.06	\$14.34
6 Mo.	\$15.35	\$15.70	\$16.01	\$16.33	\$16.66
12 Mo.	\$16.56	\$16.93	\$17.27	\$17.62	\$17.97
18 Mo.	\$17.93	\$18.33	\$18.70	\$19.07	\$19.45
24 Mo.	\$19.35	\$19.79	\$20.19	\$20.59	\$21.00
30 Mo.	\$20.93	\$21.40	\$21.83	\$22.27	\$22.72
36 Mo.	\$22.60	\$23.11	\$23.57	\$24.04	\$24.52
42 Mo.	\$24.42	\$24.97	\$25.47	\$25.98	\$26.50
Top	\$26.39	\$26.98	\$27.52	\$28.07	\$28.63

Job Titles: BUSINESS ACCOUNT REPRESENTATIVE
 BUSINESS CUSTOMER SERVICE REPRESENTATIVE
 COLLECTOR/MAINTAINER
 CUSTOMER RELATIONS SPECIALIST
 GRAPHICS OPERATOR
 NETWORK ASSISTANT
 PLANT ASSIGNMENT CLERK
 PUBLIC ACCESS SALES TECHNICIAN
 SENIOR REMITTANCE CLERK

Frontier Southwest Incorporated
 Wage Schedule EE

		2.25%	2.00%	2.00%	2.00%
	Current	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Hourly Rate	Effective	Effective	Effective	Effective
		8/5/2018	8/4/2019	8/2/2020	8/08/2021
Start	\$13.16	\$13.46	\$13.73	\$14.00	\$14.28
6 Mo.	\$15.17	\$15.51	\$15.82	\$16.14	\$16.46
12 Mo.	\$16.30	\$16.67	\$17.00	\$17.34	\$17.69
18 Mo.	\$17.57	\$17.97	\$18.33	\$18.70	\$19.07
24 Mo.	\$18.94	\$19.37	\$19.76	\$20.16	\$20.56
30 Mo.	\$20.40	\$20.86	\$21.28	\$21.71	\$22.14
36 Mo.	\$22.00	\$22.50	\$22.95	\$23.41	\$23.88
42 Mo.	\$23.71	\$24.24	\$24.72	\$25.21	\$25.71
Top	\$25.56	\$26.14	\$26.66	\$27.19	\$27.73

Job Titles: BUSINESS CUSTOMER REPRESENTATIVE

Frontier Southwest Incorporated
 Wage Schedule F

		2.25%	2.00%	2.00%	2.00%
	Current	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Hourly Rate	Effective	Effective	Effective	Effective
		8/5/2018	8/4/2019	8/2/2020	8/08/2021
Start	\$14.23	\$14.55	\$14.84	\$15.14	\$15.44
6 Mo.	\$16.54	\$16.91	\$17.25	\$17.60	\$17.95
12 Mo.	\$17.92	\$18.32	\$18.69	\$19.06	\$19.44
18 Mo.	\$19.34	\$19.78	\$20.18	\$20.58	\$20.99
24 Mo.	\$20.88	\$21.35	\$21.78	\$22.22	\$22.66
30 Mo.	\$22.58	\$23.09	\$23.55	\$24.02	\$24.50
36 Mo.	\$24.41	\$24.96	\$25.46	\$25.97	\$26.49
42 Mo.	\$26.38	\$26.97	\$27.51	\$28.06	\$28.62
Top	\$28.50	\$29.14	\$29.72	\$30.31	\$30.92

Job Titles: ACCESS BILLING REPRESENTATIVE FIBER CUSTOMER SUPPORT ANALYST
 ACCESS ORDERING REPRESENTATIVE GARAGE MECHANIC
 BUSINESS SALES SUPPORT LANGUAGE ASSISTANCE FIBER
 SPECIALIST CUSTOMER SUPPORT ANALYST
 CUSTOMER CARE ADVOCATE NETWORK ACCESS SPECIALIST
 CUSTOMER INQUIRY ADVOCATE SWITCH PROVISIONING SPECIALIST
 FACILITY PROVISIONING SPECIALIST VEHICLE MAINTENANCE MECHANIC

Frontier Southwest Incorporated
 Wage Schedule G

		2.25%	2.00%	2.00%	2.00%
	Current	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Hourly Rate	Effective	Effective	Effective	Effective
		8/5/2018	8/4/2019	8/2/2020	8/08/2021
Start	\$14.82	\$15.15	\$15.45	\$15.76	\$16.08
6 Mo.	\$17.27	\$17.66	\$18.01	\$18.37	\$18.74
12 Mo.	\$18.79	\$19.21	\$19.59	\$19.98	\$20.38
18 Mo.	\$20.40	\$20.86	\$21.28	\$21.71	\$22.14
24 Mo.	\$22.19	\$22.69	\$23.14	\$23.60	\$24.07
30 Mo.	\$24.10	\$24.64	\$25.13	\$25.63	\$26.14
36 Mo.	\$26.17	\$26.76	\$27.30	\$27.85	\$28.41
42 Mo.	\$28.41	\$29.05	\$29.63	\$30.22	\$30.82
Top	\$30.92	\$31.62	\$32.25	\$32.90	\$33.56

Job Titles: LINEWORKER

Frontier Southwest Incorporated
 Wage Schedule H

		2.25%	2.00%	2.00%	2.00%
	Current	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Hourly Rate	Effective	Effective	Effective	Effective
		8/5/2018	8/4/2019	8/2/2020	8/08/2021
Start	\$14.87	\$15.20	\$15.50	\$15.81	\$16.13
6 Mo.	\$17.41	\$17.80	\$18.16	\$18.52	\$18.89
12 Mo.	\$18.97	\$19.40	\$19.79	\$20.19	\$20.59
18 Mo.	\$20.66	\$21.12	\$21.54	\$21.97	\$22.41
24 Mo.	\$22.55	\$23.06	\$23.52	\$23.99	\$24.47
30 Mo.	\$24.55	\$25.10	\$25.60	\$26.11	\$26.63
36 Mo.	\$26.77	\$27.37	\$27.92	\$28.48	\$29.05
42 Mo.	\$29.16	\$29.82	\$30.42	\$31.03	\$31.65
Top	\$31.81	\$32.53	\$33.18	\$33.84	\$34.52

Job Titles: CUSTOMER ZONE TECHNICIAN II
 FIBER NETWORK FIELD TECHNICIAN

Frontier Southwest Incorporated
 Wage Schedule HH

		2.25%	2.00%	2.00%	2.00%
	Current	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Hourly Rate	Effective	Effective	Effective	Effective
		8/5/2018	8/4/2019	8/2/2020	8/08/2021
Start	\$15.70	\$16.05	\$16.37	\$16.70	\$17.03
6 Mo.	\$18.39	\$18.80	\$19.18	\$19.56	\$19.95
12 Mo.	\$20.02	\$20.47	\$20.88	\$21.30	\$21.73
18 Mo.	\$21.83	\$22.32	\$22.77	\$23.23	\$23.69
24 Mo.	\$23.78	\$24.32	\$24.81	\$25.31	\$25.82
30 Mo.	\$25.92	\$26.50	\$27.03	\$27.57	\$28.12
36 Mo.	\$28.25	\$28.89	\$29.47	\$30.06	\$30.66
42 Mo.	\$30.80	\$31.49	\$32.12	\$32.76	\$33.42
Top	\$33.54	\$34.29	\$34.98	\$35.68	\$36.39

Job Titles: BUILDING SERVICES SPECIALIST
 BUILDING SERVICES TECHNICIAN
 CABLE SPLICER
 CHIEF GARAGE MECHANIC
 CUSTOMER EQUIPMENT TECHNICIAN
 CUSTOMER ZONE TECHNICIAN I
 EQUIPMENT INSTALLER
 EQUIPMENT REPAIR TECHNICIAN
 FACILITY ASSIGNER
 FIBER NETWORK TECHNICIAN
 MONITOR & CONTROL TECHNICIAN
 NETWORK ACCESS TESTER
 OUTSIDE PLANT TECHNICIAN
 VEHICLE MAINTENANCE TECHNICIAN

Frontier Southwest Incorporated
 Wage Schedule I

		2.25%	2.00%	2.00%	2.00%
	Current	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Hourly Rate	Effective	Effective	Effective	Effective
		8/5/2018	8/4/2019	8/2/2020	8/08/2021
Start	\$21.42	\$21.90	\$22.34	\$22.79	\$23.25
6 Mo.	\$23.66	\$24.19	\$24.67	\$25.16	\$25.66
12 Mo.	\$25.44	\$26.01	\$26.53	\$27.06	\$27.60
18 Mo.	\$27.39	\$28.01	\$28.57	\$29.14	\$29.72
24 Mo.	\$29.54	\$30.20	\$30.80	\$31.42	\$32.05
30 Mo.	\$31.86	\$32.58	\$33.23	\$33.89	\$34.57
36 Mo.	\$34.35	\$35.12	\$35.82	\$36.54	\$37.27
42 Mo.	\$37.10	\$37.93	\$38.69	\$39.46	\$40.25
Top	\$40.10	\$41.00	\$41.82	\$42.66	\$43.51

Job Titles: CUSTOMER ENGINEER-DATA APPLICATION

Frontier Southwest Incorporated
 Wage Schedule AU

		2.25%	2.00%	2.00%	2.00%
	Current	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Hourly Rate	Effective	Effective	Effective	Effective
		8/5/2018	8/4/2019	8/2/2020	8/08/2021
Start	\$10.41	\$10.64	\$10.85	\$11.07	\$11.29
6 Mo.	\$11.64	\$11.90	\$12.14	\$12.38	\$12.63
12 Mo.	\$12.47	\$12.75	\$13.01	\$13.27	\$13.54
18 Mo.	\$13.34	\$13.64	\$13.91	\$14.19	\$14.47
24 Mo.	\$14.32	\$14.64	\$14.93	\$15.23	\$15.53
30 Mo.	\$15.33	\$15.67	\$15.98	\$16.30	\$16.63
36 Mo.	\$16.44	\$16.81	\$17.15	\$17.49	\$17.84
Top	\$17.59	\$17.99	\$18.35	\$18.72	\$19.09

Job Titles: HOUSE UTILITIES ATTENDANT

Frontier Southwest Incorporated
 Wage Schedule SC

		2.25%	2.00%	2.00%	2.00%
	Current	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Hourly Rate	Effective	Effective	Effective	Effective
		8/5/2018	8/4/2019	8/2/2020	8/08/2021
Start	\$9.52	\$9.73	\$9.92	\$10.12	\$10.32
6 Mo.	\$10.46	\$10.70	\$10.91	\$11.13	\$11.35
12 Mo.	\$11.05	\$11.30	\$11.53	\$11.76	\$12.00
18 Mo.	\$11.66	\$11.92	\$12.16	\$12.40	\$12.65
24 Mo.	\$12.34	\$12.62	\$12.87	\$13.13	\$13.39
30 Mo.	\$13.04	\$13.33	\$13.60	\$13.87	\$14.15
36 Mo.	\$13.76	\$14.07	\$14.35	\$14.64	\$14.93
42 Mo.	\$14.53	\$14.86	\$15.16	\$15.46	\$15.77
Top	\$16.09	\$16.45	\$16.78	\$17.12	\$17.46

Job Titles: LANGUAGE ASSISTANCE RETAIL SALES CONSULTANT
 RETAIL SALES CONSULTANT

Frontier Southwest Incorporated
 Wage Schedule CE

		2.25%	2.00%	2.00%	2.00%
	Current	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Hourly Rate	Effective	Effective	Effective	Effective
		8/5/2018	8/4/2019	8/2/2020	8/08/2021
Start	\$11.85	\$12.12	\$12.36	\$12.61	\$12.86
6 Mo.	\$12.40	\$12.68	\$12.93	\$13.19	\$13.45
12 Mo.	\$12.94	\$13.23	\$13.49	\$13.76	\$14.04
18 Mo.	\$13.59	\$13.90	\$14.18	\$14.46	\$14.75
24 Mo.	\$14.24	\$14.56	\$14.85	\$15.15	\$15.45
30 Mo.	\$15.00	\$15.34	\$15.65	\$15.96	\$16.28
36 Mo.	\$15.85	\$16.21	\$16.53	\$16.86	\$17.20
42 Mo.	\$16.79	\$17.17	\$17.51	\$17.86	\$18.22
Top	\$17.84	\$18.24	\$18.60	\$18.97	\$19.35

Job Titles: BSW ASSISTANT

Frontier Southwest Incorporated
Wage Schedule CD

		2.25%	2.00%	2.00%	2.00%
	Current	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Hourly Rate	Effective	Effective	Effective	Effective
		8/5/2018	8/4/2019	8/2/2020	8/08/2021
Start	\$12.57	\$12.85	\$13.11	\$13.37	\$13.64
6 Mo.	\$13.17	\$13.47	\$13.74	\$14.01	\$14.29
12 Mo.	\$13.82	\$14.13	\$14.41	\$14.70	\$14.99
18 Mo.	\$14.53	\$14.86	\$15.16	\$15.46	\$15.77
24 Mo.	\$15.35	\$15.70	\$16.01	\$16.33	\$16.66
30 Mo.	\$16.23	\$16.60	\$16.93	\$17.27	\$17.62
36 Mo.	\$17.21	\$17.60	\$17.95	\$18.31	\$18.68
42 Mo.	\$18.35	\$18.76	\$19.14	\$19.52	\$19.91
Top	\$19.58	\$20.02	\$20.42	\$20.83	\$21.25

Job Titles: FACILITY LOCATE TECHNICIAN

Frontier Southwest Incorporated
Wage Schedule CC

		2.25%	2.00%	2.00%	2.00%
	Current	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Hourly Rate	Effective	Effective	Effective	Effective
		8/5/2018	8/4/2019	8/2/2020	8/08/2021
Start	\$13.80	\$14.11	\$14.39	\$14.68	\$14.97
6 Mo.	\$14.49	\$14.82	\$15.12	\$15.42	\$15.73
12 Mo.	\$15.24	\$15.58	\$15.89	\$16.21	\$16.53
18 Mo.	\$16.13	\$16.49	\$16.82	\$17.16	\$17.50
24 Mo.	\$17.11	\$17.49	\$17.84	\$18.20	\$18.56
30 Mo.	\$18.20	\$18.61	\$18.98	\$19.36	\$19.75
36 Mo.	\$19.42	\$19.86	\$20.26	\$20.67	\$21.08
42 Mo.	\$20.82	\$21.29	\$21.72	\$22.15	\$22.59
Top	\$22.46	\$22.97	\$23.43	\$23.90	\$24.38

Job Titles: BSW TECHNICIAN

During 2018 Contract Negotiations, CWA and Frontier agreed to extend and/or amend certain Sections of this MOA; the MOA, as extended and/or amended, appears below. Original Section numbering is retained.

MEMORANDUM OF AGREEMENT

between

FRONTIER COMMUNICATIONS CORPORATION

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

2015 Texas Acquisition-Related Memorandum of Agreement

[As Amended in 2018 Negotiations]

By their authorized representatives, and intending to be legally bound, Frontier Communications Corporation (“**Frontier**” or “**Company**”) and the Communications Workers of America, AFL-CIO (“**CWA**” or “**Union**”) enter into this Memorandum of Agreement (“**MOA**”) pertaining to CWA-represented employees in Texas and Missouri who will transfer to the Company upon consummation of the transactions contemplated by the *Stock Purchase Agreement* dated February 5, 2015 between Verizon Communications Inc. and Frontier Communications Corporation (as may be amended from time to time, the “SPA”) (“**Covered Employees**”) and related matters.

All of the terms of this MOA are contingent upon the consummation of the transactions contemplated by the SPA (“**the Closing**”), currently expected to take place on March 31, 2016. The provisions of this MOA are specifically designed to address the transition related to this acquisition and shall expire coincident with each of the CBAs it has been incorporated into by reference.

In order to forge an ongoing Frontier-CWA partnership that benefits the Citizens of the State of Texas by providing superior telecommunications services and additional employment opportunities in the State, as well as to benefit the existing CWA-represented Texas employee workforce to be acquired in this Acquisition, the Company and Union agree, as follows:

2. Job Security Protection

- a) Texas: The Company agrees that effective through **August 4, 2020**, it will not layoff, downgrade or involuntarily terminate the employment, other than for “cause” under and subject to the terms of the applicable Texas CWA collective bargaining agreement (CBA), of any Covered Employee in the state of Texas represented by the Union who, as of the date of Close, **was** actively employed or, if not actively employed, **was** on a leave of absence or other authorized absence with a right of continued employment or reinstatement.

5. Texas Sales and Service Center Call Center Call Routing

- a) Texas State-Based Sales and Service Call Routing: the Company commits that in-bound sales and service calls which are generated within the State of Texas and

are the types of calls currently handled by Covered Employees will first be routed to the CWA-represented Texas call centers; if those call centers are in an overflow situation, calls would then be routed first to other CWA-represented Company on-line call centers, and if those call centers are in an overflow situation, calls would then be routed to other union-represented Company call centers and if those centers are in an overflow state, the calls would then be routed to any available Company call center resources.

Conversely, the Texas Center will handle overflow calls from other Frontier Call centers in a virtual queue.

- b) **Maintaining the Integrity of this Commitment:** the Company agrees that it will not intentionally undertake any action that in any manner directs in-bound sales and service calls generated outside of Texas into Texas for the purpose of triggering the application of the overflow provisions of this Agreement. The Company will meet the Union on a regular basis to discuss how we can collectively make the Texas Call Centers successful including hiring, training, coaching, incentives, technology improvements and how to create a high performing atmosphere.
- c) **Emergency Situations:** it is understood that there may be isolated situations due to emergencies, such as technology failures, weather or acts of God that close or reduce the capacity of another call center that would require the Company to route calls from other states to Texas that may create an overflow situation. If there is a dispute over whether there was an emergency warranting an overflow situation described in the preceding sentence, the Company will provide supporting data and documentation upon request within five (5) business day of that request.
- d) **Call Routing Overviews:** The Company will, upon request from the Union, provide an overview of its call centers and the routing process across those centers quarterly beginning July 1, 2016.

6. **USA - Based Workforce**

The Company will eliminate the use of any personnel outside of the United States of America to handle customer service calls, consistent with the Company's customer service philosophy to have a 100% USA - based workforce.

10. **Maintaining Positive Labor Relations and Partnering for the Success of the Business Going Forward**

- a) Upon complete execution of this Memorandum of Agreement, the parties will use their best efforts to discuss and prospectively resolve any outstanding grievances, arbitration cases, and unfair labor practice charges that Frontier will or may be assuming responsibility for in connection with this Acquisition.
- b) The Company and the Union will engage in an ongoing **Partnership Forum** process, as set forth in "**Exhibit III**".
- c) **Vacation Banking Issue:** Effective upon Close, the Company agrees that for purposes of vacation banking, the Company will honor the terms of the CBA(s) versus the National MOA on the subject if there is a conflict between the two.

11. Workplace Performance Monitoring/Recording Memorandum Of Agreement

The Company will implement its practice of call monitoring in the Texas Centers upon the Closing. Frontier's primary objective of call monitoring is to help Supervisors coach Contact Center representatives to improve their communication and overall performance with customer calls to achieve their sales and service goals. The secondary objective is to investigate customer escalations to understand the conversation between the representative and the Customer and determine what was said, how to resolve the escalation and as a result provide coaching, training and if appropriate, discipline. Frontier does not use call monitoring as a tool to target a particular employee or to "catch employees doing something wrong." Frontier understands that this approach creates a negative work environment for employees; this is not consistent with Frontier's management philosophy. Frontier Contact Center leaders and the Union will form a Contact Center Culture Committee that will focus on creating a positive work environment including the use of call monitoring and proactive employee communications. This Committee will be formed within four (4) months after the Closing and remain active for one year thereafter. The Company and Union will jointly evaluate whether the Committee should continue beyond one year.

16. Network Investment:

The Company **has applied** for Connect America Funds II from the Federal Communications Commission. The Company firmly agrees that investing in underserved and unserved network in Texas is of paramount priority in this acquisition.

Both parties recognize that these investments are critical to advance the economic, social, and employment needs of the Citizens of Texas.

18. Incentive Compensation and Sales Activities MOA

The parties agree to the terms of the Supplemental Memorandum of Agreement entitled "Incentive Compensation and Sales Activities" which appears as "**Exhibit V**".

19. Community Outreach

The Company commits that **from time to time during the term of the 2018 contracts**, a senior leader from the Company's External Affairs organization will **meet** in Texas with top officials of District 6 to **conduct** discussions of the Company's philosophy and approach to community support initiatives and local engagement. The Company and the Union will partner together on community outreach initiatives.

20. Cessation of All Union Activity in Opposition to the Proposed Acquisition Transaction

CWA Support: upon complete execution of this MOA, the CWA agrees that it will support and will not oppose, seek to delay, submit testimony or seek to impose conditions on the proposed transaction regarding Frontier's acquisition of the Verizon Communications operations in California, Texas and Florida in any federal, state or local regulatory or legislative proceeding, including Federal Communications Commission ("FCC") WC Docket No. 15-44. As agreed to by Frontier and CWA and based on applicable regulatory requirements, the CWA will immediately file a written notice with the FCC to advise the

FCC that Frontier and the CWA have entered into an agreement resolving their outstanding issues related to the proposed transaction, the CWA no longer has any objection to the transaction and the commission approving the transaction, and that the CWA will not be filing any further pleadings, advocating for any conditions related to the transaction or otherwise participating related to the transaction. Further, the CWA will not intervene or participate in any other regulatory or legislative proceedings involving the approval of the proposed transaction, nor will the CWA and its agents, representatives and attorneys engage in any advocacy contrary to this MOA.

1. **Joint Press Release:** upon complete execution of this MOA and within two (2) business days from then, Frontier and CWA will jointly prepare, issue, and present the first Press Release announcing they have reached an agreement furthering their partnership in support of this Acquisition. Before such time, the Company and Union agree not to release any information on the fact they have reached this agreement, except to inform key Company, CWA, and Government officials privately regarding this MOA. The Union will be allowed to release information that they have reached agreement with Frontier to their membership one hour prior to the first Press Release
- b) **Future Statements about this Acquisition:** upon complete execution of this MOA, Frontier and CWA agree that they will speak in only positive terms about this Acquisition in all official public statements and in all contacts with public officials and that both Company and Union officers will not in any manner work to undermine this Acquisition or make any negative or otherwise disparaging remarks, or sponsor or condone such activity, about Frontier or CWA regarding this Acquisition.
- c) **CWA Reservation of Rights:** except as otherwise provided above, post-closure CWA expressly reserves the right to be fully involved in any regulatory proceedings concerning the Company.

21. Term of this MOA

The provisions of this MOA shall expire coincident with each of the **2018** CBAs it has been incorporated into.

For the avoidance of any doubt, the terms Union or CWA, as used in this MOA, include the CWA International, CWA District 6, and all of the CWA Locals within District 6 that represent Covered Employees.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

**Rick A. Carpenter
Director – Labor Relations**

**Tony Shaffer
CWA Representative**

Date

Date

EXHIBIT III

(2015 Acquisition-Related Memorandum of Agreement)

Joint National Frontier/CWA Partnership Forum to Promote the Success and Security of the Business and its CWA-Represented Workforce

In recognition of the rapid changes that are occurring in the telecommunications industry and the impact these changes have on the Company, the Union, and employees/members, the parties desire to create a Forum to address areas of common interest and promote principles of partnership between the Union and the Company. Specifically this Forum will support the following principles:

1. Establish a forum for business discussion for early communication and discussion between the parties of business developments that affect the Company and the Union and their respective constituencies, including customers, employees/members, government officials and regulators may have.
2. Discuss and review innovative approaches to equip the Company to maintain high levels of excellence in service, operations, products and technology in an increasingly competitive communications marketplace in both traditional and newly emerging technologies. This will improve the employees' competitive responsiveness while protecting and enhancing opportunities for employment security.
3. Improve the communications and relationships between the parties and thereby avoid unnecessary disputes by cooperatively addressing significant changes, competitive threats, cost challenges and developments in both the Union and Company environments.
4. Provide an opportunity for the Union to discuss at a national level various work being contracted out (recognizing that the Company and the Union may have agreed to engage in forums for discussion on the topic of contractors at the state and local level) and for the Unions to suggest how employees might perform the same work in a practical and effective manner that meets the cost and timeline objectives of the business. The Company will consider such suggestions. As appropriate, the parties may mutually agree that such discussions be continued between designated local management and union representatives.
5. Equal number of key Union and Company representatives shall constitute a Forum (unless otherwise waived by a party). For this National Partnership Forum ("NPF"), it is anticipated that the Company attendees would include at least one (1) senior leader with Operations and/or Labor responsibility and one (1) senior level Union leader with telecommunications responsibility at a regional or national level. Union members of the forum would include Local Presidents or national staff Representatives whose position in the Union includes broad authority and responsibilities. Similarly situated Company leaders would also be expected to participate in the Forum.
6. Regional Partnership Forums ("RPFs") will be formed. These Forums will include Company General Managers, Human Resources representatives, Local Union Business Managers, and Local Union Presidents or designees. The number of Regional Forums to be set up and whether they will be joint Forums with the CWA will be decided within

six (6) months of the date of the Closing, as defined in the MOA to which this Exhibit is attached.

7. Meetings will be convened by the parties at a mutually agreeable place and time at least, but not limited to, three (3) times per year. The participants in the Forum shall determine its composition, structure, agenda, and operation.

It is intended that each Forum would support, but not displace, the collective bargaining process, the established dispute resolution procedures, and existing local Union-Company collective bargaining agreements and committees.

EXHIBIT V

(2015 Acquisition-Related Memorandum of Agreement)

MEMORANDUM OF AGREEMENT
between
FRONTIER SOUTHWEST INCORPORATED
and
COMMUNICATIONS WORKERS OF AMERICA

INCENTIVE COMPENSATION AND SALES ACTIVITIES

1. The Company may implement sales, sales referral, incentive, commission, prize and/or award plans and programs as it deems necessary to meet sales or other Company business goals and objectives. These plans and programs may provide employees the opportunity to earn merchandise, cash, meals, trips, recognition, and/or other awards of value based on individual and/or collective performance in achieving standards developed and administered solely by the Company.
2. The Company will provide the Union notice in advance of any new programs adopted pursuant to this MOA. The Company's current sales referral program is Take the Lead.
3. The development, design, size, frequency, and/or administration of such plans and programs implemented pursuant to this MOA, including the amount of merchandise, cash or other awards earned by employees, are wholly within the discretion of the Company. However, if a dispute arises regarding the amount of the merchandise, cash or other awards of value earned by the participating employees in accordance with the provisions of an incentive plan, such disputes may be resolved through the Grievance and Arbitration procedures set forth in **Article 3 of** the Labor Agreement.
4. All employees are responsible for promoting the Company's products and services. In addition, all employees are expected to participate in the Company's sales and sales referral plans and programs, and may be required to do so, but only during working hours. The Company will not discipline non-commissioned employees solely on the basis of their sales or sales referral results.

This MOA does not apply to any sales incentive compensation plan or program MOAs in the CBA.

Frontier Southwest Incorporated

Communications Workers of America

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

Memorandum of Agreement

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

ADOPTION ASSISTANCE

1. **Frontier** agrees to continue the opportunity for regular full or part time employees of the company who are covered by the Collective Bargaining Agreement to participate in the Adoption Assistance Plan which allows employees to claim reimbursement of expenses up to \$10,000 per adopted child in accordance with existing Plan provisions.
2. The selection of the administrator, the administration of the Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company. No matter concerning the Adoption Assistance Plan or any difference thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.
3. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

ADOPTION ASSISTANCE PLAN

Regular active status full and part-time employees are eligible for this benefit

Available from the first day of active employment

Adopted child must be:

- Under 18 years of age
- Over 18 years of age and physically or mentally incapable of caring for him/herself

Includes adoption of a step child

Reimbursement must be submitted within 90 days of adoption finalization

Only expenses incurred during active service are eligible for reimbursement

Covered expenses:

- Legal fees and court costs
- Temporary childcare expenses prior to placement
- Necessary medical expenses for child being adopted
- Private or public adoption agency fees
- Medical expenses for biological mother
- Adoption-related transportation/travel expenses

Expenses not covered:

- Expenses for the biological parents other than medical expenses related to the birth of child
- Voluntary donations/contributions to the agency
- Guardianship or custody expenses unrelated to adoption

Maximum Expenses

- \$10,000 for each eligible employee (no duplicate of expenses for employees who are both employed by **Frontier**)

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

ARBITRATION PROCEDURE

Frontier Southwest Incorporated and Communications Workers of America agree to the provisions concerning Arbitration Procedures set forth in this Memorandum of Agreement.

1. Whenever the Union notifies the Company in writing of its election to arbitrate a grievance pursuant to Article 3, Grievance Procedure, of the 2001 Agreement of Recognition, Bargaining Procedure and Operating Contract, and in the same writing also notifies the Company: (1) that the election to arbitrate is involved in the Union's internal appeal process, and (2) that the notice of election to arbitrate is therefore being given solely to preserve the Union's right to arbitrate in the event that the appeal is upheld, the parties agree that the running of the 90-day limit provided for in Section 9 of Article 3 shall be frozen as of the postmarked date of the written notice. Furthermore, it is understood that during the period of time the Union is processing its internal appeal, the Company shall assume no back pay or other grievance liability for the grievance(s) in question.

2. With respect to any grievance as to which notice is given to the Company in accordance with the terms of Paragraph 1., above, the Union shall notify the Company promptly in writing of the outcome of its internal appeal process, and at the same time:
 - a) If the appeal is written notice.

 - b) If the appeal is denied, the Union shall also notify the Company of withdrawal of its previous notice election to arbitrate the subject grievance.

3. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**, and shall not survive the expiration of the Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

BUSINESS ATTIRE

Frontier Southwest Incorporated (**hereinafter “Frontier” or “Company”**) and Communications Workers of America (**hereinafter “CWA” or “Union”**) recognize the necessity to enhance and promote a professional businesslike image in the highly competitive telecommunications workplace. Therefore, prescribed business attire may be required of employees **in job classifications designated by the Company**, as set forth below.

1. **Employees designated to participate in the Company’s uniform program will be allowed to order the following number of items annually, and on an “as needed” basis:**
 - a) 4 hats
 - b) 1 Jacket
 - c) 7 Shirts (any combination of polo, long-sleeve work shirt, short-sleeve work shirt)

Uniform pants will not be provided. Employees will be permitted to wear jeans, Carhartt, Dickies, or the like; jeans and other pants must be presentable, have no rips or tears, and pose no safety risk. The wearing of shorts will be based on management approval for the particular area.

Other uniform items (such as promotional items) may be available from time to time.

2. Employees who are required to participate in the Business Attire Program will wear approved Business Attire each day the employee is assigned to work. **Uniforms will be worn so as to have a consistent appearance throughout the workforce and may not be altered in any way by employees, except as permitted by federal labor law.**
3. Shirts may be ordered with or without the Union logo on the sleeve.
4. The employee will be responsible for the cleaning and continued upkeep of the Business Attire items.
5. **Commencing in October 2018, the Company will provide an allowance of \$125 every other year towards the purchase of work boots by technicians whose jobs require special footwear meeting applicable safety standards and requirements.**
6. The Company may modify the features of this plan at any time, provided the costs of any changes are not borne by the employee. These modifications could include, but are

not limited to, change from company provided **to annual stipend** or rental, vendors and catalog options. The provisions of the MOA have been entered into in good faith and it is not the Company's intent to arbitrarily modify or eliminate any features of the plan during the term of this Agreement. The Company will discuss any modifications to this Program with the Union prior to implementation. These discussions will be designed to provide the rationale and receive input from the Union of the modifications being contemplated.

7. It is further expected that all employees will exercise good judgment and common sense in projecting the proper professional image appropriate for their assignment and be neat, clean and well groomed.

This Memorandum of Agreement will become effective **August 5, 2018**. The Company may terminate the application of this MOA to one or more job classifications with face to face customer contact, as set forth above with 30 days advance notice to the Union.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INC.

and

COMMUNICATIONS WORKERS OF AMERICA, DISTRICT 6

BUSINESS PROCESS LABOR-MANAGEMENT COMMITTEE

Frontier Southwest Inc. ("the Company" or "Frontier") and Communications Workers of America, District 6 ("the Union" or "CWA") have agreed to establish a joint Labor-Management Committee to discuss business processes. This "Business Process Labor-Management Committee" will be charged with proactively discussing why new and existing business processes will be, or have been, implemented by the Company and methods in which business processes could be improved in order to better serve Frontier customers and position Frontier to succeed. The Committee will also discuss the Impact of existing or new business processes on the workforce and other employee-related issues or concerns.

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

The initial meeting of the Business Process Labor-Management Committee will be conducted in person and will be convened within ninety (90) days of ratification of the 2018 Collective Bargaining Agreement ("the CBA ") at a mutually agreeable date, place and time. Thereafter the Committee will meet once every 4 months (three times per contract year), as determined necessary by the Committee.

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

The Business Process Labor-Management Committee is not intended to be a forum for collective bargaining or to process grievances; the Committee will not displace the collective bargaining process or the established dispute resolution procedures In the CBA.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

**Rick A. Carpenter
Director – Labor Relations**

**Tony Shaffer
CWA Representative**

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

COLLOCATION – Southwestern Bell Central Office (CRIMINAL BACKGROUND INVESTIGATION & DRUG SCREEN)

Frontier Southwest Incorporated and Communications Workers of America agree to the following screening process for employees requiring access into Company cages located in Southwestern Bell Central Offices:

1. Incumbent employees will be given the opportunity to volunteer for the screening process. This process includes a criminal background investigation and drug screen. If there are not enough volunteers, the Company will seek volunteers from other qualified individuals who work within the affected work groups.
2. The volunteer process will be used as long as there are enough qualified volunteers to meet the demands of the service. If there is still not sufficient qualified volunteers, mandatory screening will be implemented. This will be performed in inverse seniority order among qualified employees in the affected work groups.
3. Criminal Background Investigation

If there are employees who do not successfully pass the background check, the Company will investigate the specifics with the employee with the Union present. Employees who fail the background check and have not falsified any document regarding conviction (i. e., employment applications) will not be disciplined or terminated. Such employees will, however, be denied access to Southwestern Bell's premises at any time. While this will usually be accomplished with the employee remaining in their current classification, the Company reserves the right to temporarily reassign them to another classification, if necessary, to meet the service demands. In these instances, pay will be handled per the provisions of the Collective Bargaining Agreement.

If there are employees who fail the background screening process and falsified Company documents regarding criminal history, the Company reserves the right to take disciplinary action, up to and including termination. If the Union disagrees with the Company's decision, they can file a grievance and request in writing to proceed immediately to arbitration as outlined in the Collective Bargaining Agreement.

4. Drug Screen

If there are employees who test positive for illegal drugs, the Company will notify the employee. Employees will be offered a referral to the Employee Assistance Program (EAP) for an appropriate treatment plan. Employees will be eligible to apply for sickness and accident benefits in accordance with Article 29 of the Collective Bargaining Agreement. Employees who refuse to attend the EAP recommended treatment will be subject to discipline up to and including termination. Following treatment, employees will be required to provide medical clearance prior to being returned to work. Employees who do not complete the recommended treatment plan will be subject to disciplinary action, up to and including termination.

Upon returning to work after successfully completing the recommended EAP treatment plan, employees will be subject to periodic drug tests at the Company's discretion for a one-year time period. Employees who fail such a drug test will be subject to disciplinary action up to and including termination. The Union reserves the right to challenge any such action per the provisions of the Collective Bargaining Agreement.

5. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

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MEMORANDUM OF AGREEMENT

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FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

COMMON CONTROL SCHEDULING

Frontier Southwest Incorporated and Communications Workers of America agree to the following Common Control Scheduling for employees in Customer Sales and Solutions Centers, Business Solutions Groups, and Repair Resolution Centers.

1. The weekly assignments for the calendar week shall be posted to show each regular employee the scheduled days they are to work the following week beginning Sunday. This schedule shall be posted no later than 5:00 p.m. on Monday of the week preceding the period covered by the posted schedule.
2. Employees may change tour preferences any time they wish provided a card listing the new preferences is filed no later than 9:00 a.m. Thursday preceding the Monday posting of the schedule in which the change is to be effective.
3. A card listing preferences of the holiday tour will be filed by employees on the list no later than 9:00 a.m. Thursday preceding the Monday posting date. If no employees are willing to work, the Company will assign the tours by inverse order of seniority. If more employees are willing to work than needed, the Company will assign the tours by seniority.

Employees who will be scheduled to work on a holiday and the tours to be worked will be posted no later than one (1) week before the Monday posting of the affected schedule.

4. Reclassified employees shall file preference cards for their new classification no later than 9:00 a.m. Thursday preceding the Monday posting date of the schedule in which the change is to be effective.
5. A customer contact employee recalled from force adjustment, returning from leave of absence or transferring from another location or any job may be assigned for two (2) weeks, the last tour after all others have been assigned. The employee will file preference cards no later than 9:00 a.m. Thursday on the first week and assignments for the third week will be made in accordance with the employee's preferences and seniority date.

Employees may, at their own option, file a preference card prior to reporting to work. Depending on the date the preference card is filed, an assignment will be made in accordance with the employee's preference and seniority date.

6. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, 2022. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to Common Control

Scheduling in Customer Sales and Solutions Centers, Business Solutions Groups, and Repair Resolution Centers, shall terminate on August 6, 2022, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

COMMUTER SPENDING ACCOUNT (CSA)

1. Effective August 5, 2018, **Frontier Southwest Incorporated** agrees to make available to the extent consistent with and permitted by IRS guidelines, the Commuter Spending Account (CSA) to **Frontier** employees allowing them to set aside pre-tax dollars from their paychecks into CSA accounts to pay for eligible commuting expenses.
2. For regular full-time and regular part-time employees hired after August 1, 2005, coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later.
3. Two CSA accounts will be available: a Transportation Reimbursement Account and a Parking Reimbursement Account. The Transportation Reimbursement Account will allow employees to set aside pre-tax dollars to cover certain eligible mass transit or vanpooling commuter vehicle transportation expenses associated with travel to and from work. The Parking Reimbursement Account will allow employees to set aside pre-tax dollars to cover certain eligible parking expenses associated with their travel to and from work. Employees may elect to participate in one or both of the CSA accounts. Employees will be permitted to make deductions for eligible transportation and parking expenses to the extent permitted by IRS regulations.
4. The CSA will be administered solely in accordance with its provisions and no matter concerning the CSA or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the CSA Administrator, the administration of the and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or reimbursements shall be determined by and at the sole discretion of the Company.
3. This Memorandum of Agreement is effective on August 5, 2018, and shall expire on **August 6, 2022**.

4. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Commuter Spending Account (CSA), shall also terminate on **August 6, 2022** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

COMPREHENSIVE MEDICAL PLAN

1. **Frontier** Southwest Incorporated and Communications Workers of America agree to continue the provisions of the Comprehensive Medical Plan set forth in this Memorandum of Agreement.
2. For a summary of details refer to the attachment entitled Comprehensive Medical Plan Highlights.
3. Some of the major provisions include:
 - A. For all regular full time and part time employees, coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later.
 - B. Maintenance of Benefits permitted to the level of benefits provided in the Medical Plan.
4. The Comprehensive Medical Plan will be administered solely in accordance with its provisions, and no matter concerning the Comprehensive Medical Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.
5. The selection of the Health Care Plan Administrator, the administration of the Comprehensive Medical Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company.
6. This Memorandum of Agreement is effective on the date of ratification unless otherwise specified in this MOA and shall expire on August 6, **2022**.

The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Comprehensive Medical Plan, shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS

In-Network

Out-of-Network

Benefits

General

Lifetime Maximum	None	None
Calendar Year Deductible (No carry over); combined in- and out-of-network	Effective: January 1, 2016	Effective: January 1, 2016
	Employee Only \$525 Employee + 1 or more \$1,312.50	Employee Only \$750 Employee + 1 or more \$1,875
Annual Out of Pocket Maximums; combined in- and out-of-network	Effective: January 1, 2016	Effective: January 1, 2016
	Employee Only \$1,500 Employee + 1 or more \$3,750	Employee Only \$2,000 Employee + 1 or more \$5,000
Coordination of Benefits	Non-duplication of benefits. Cross coordination applies. Birthday rule applies.	Non-duplication of benefits. Cross coordination applies. Birthday rule applies.
Pre-existing Conditions	None	None

Hospital Services

Room and Board (Subject to Care Coordination)	80% of network negotiated fee ("NNF") after deductible satisfied.	70% of Maximum Allowed Amount ("MAA", which is 315% of the National Medicare Schedule) after deductible satisfied.
	<input type="checkbox"/> Semi Private Room	<input type="checkbox"/> Semi Private Room
	<input type="checkbox"/> Intensive & Cardiac Care Units	<input type="checkbox"/> Intensive & Cardiac Care Units
Emergency Outpatient for Accidents	\$75 Copay (waived if admitted)	\$75 Copay (waived if admitted)

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS

☐ In-Network

☐ Out-of-Network

Benefits

Preadmission Tests	100% of NNF after deductible satisfied. (Outpatient tests and x-rays for a proposed surgery as long as the resulting hospital admission is scheduled within 7 days of the tests and x-rays are performed at the facility in which the surgery is to take place.)	70% of MAA after deductible satisfied. (Outpatient tests and x-rays for a proposed surgery as long as the resulting hospital admission is scheduled within 7 days of the tests and x-rays are performed at the facility in which the surgery is to take place.)
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Inpatient Services and Supplies	80% of NNF after deductible satisfied.	70% of MAA after deductible satisfied.
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Professional Services

Doctor's Surgical Charges	80% of NNF after deductible satisfied.	70% of MAA after deductible satisfied.
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Outpatient Surgery	80% of NNF after deductible satisfied.	70% of MAA after deductible satisfied.
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Doctor's Office Visits	\$20 per office visit (for Primary Care/Ob-Gyn Physician) \$25 per office visit (for Specialist)	70% of MAA after deductible satisfied.
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Diagnostic Lab and X-ray in Doctor's Office	\$20 per office visit	70% of MAA after deductible satisfied.
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Doctor's Home Visits	80% of NNF after deductible satisfied.	70% of MAA after deductible satisfied.
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Allergy Shots	\$10 copay for injection only if not billed for any other office visit services	70% of MAA after deductible satisfied.
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Maternity	\$20 office visit copay, first visit only. Covered the same as any other illness or injury.	70% of MAA after deductible satisfied.
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COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS

☐ In-Network

☐ Out-of-Network

Benefits

High Risk Maternity
(if Care Coordination recommends special care because pregnancy is considered high risk)

100% of NNF; outpatient, no deductible.

Physician and hospital charges are paid at 100% of NNF, no deductible.

70% of MAA for physicians, and hospital charges after deductible satisfied.

Nurse/Midwife

80% of NNF after deductible satisfied.

70% of MAA after deductible satisfied.

Birthing Center

80% of NNF after deductible satisfied.

70% of MAA after deductible satisfied.

Artificial Insemination & In Vitro Fertilization
(Subject to Care Coordination)

Limited to 50% of NNF to a maximum of \$15,000 per lifetime.

Limited to 50% of MAA to a maximum of \$15,000 per lifetime.

Other Services

Acupuncture; limits combined in- and out-of-network

80% of NNF after deductible satisfied.
(Limited to 20 visits per year. Additional services are covered if approved by Care Coordination. Cover MD, DO, DC or Acupuncturist licensed by the state or certified by the National Commission of Acupuncturists.)

70% of MAA after deductible satisfied.
(Limited to 20 visits per year. Additional services are covered if approved by Care Coordination. Cover MD, DO, DC or Acupuncturist licensed by the state or certified by the National Commission of Acupuncturists.)

Chiropractor Services; limits combined in- and out-of-network

\$25 office visit copay
(Limited to 12 visits per year. Additional services are covered if approved by Care Coordination.)

70% of MAA after deductible satisfied.
(Limited to 12 visits per year. Additional services are covered if approved by Care Coordination.)

Diagnostic X-ray & Lab Tests

\$20 copay

70% of MAA rate after deductible satisfied.

Physical & Occupational Therapy; limits combined in- and out-of-network

\$25 copay
(Number of visits based on medical necessity)

70% of MAA after deductible satisfied.
(Number of visits based on medical necessity)

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS

Benefits	<input type="checkbox"/> In-Network	<input type="checkbox"/> Out-of-Network
Radiation Therapy	80% of NNF after deductible satisfied if performed in facility. \$25 copay if performed in physician's office.	70% of MAA after deductible satisfied.
Speech Therapy; limits combined in- and out-of-network	\$25 copay (20 visit limit per year.)	70% of MAA after deductible satisfied. (20 visit limit per year.)
Transplants (Subject to Care Coordination)	Voluntary - when a designated transplant facility is used, benefits are payable at 100%, no deductible or copay. When a designated facility is not used, benefits are payable the same as any other illness. <input type="checkbox"/> Travel & Lodging lifetime maximum of \$10,000. <input type="checkbox"/> Lodging & Meal Allowance of \$50 individual / \$100 family per day. Organ Search & Procurement - when a designated facility is not used, bone marrow is limited to \$25,000 lifetime maximum.	Voluntary - when a designated transplant facility is used, benefits are payable at 100%, no deductible or copay. When a designated facility is not used, benefits are payable the same as any other illness. <input type="checkbox"/> Travel & Lodging lifetime maximum of \$10,000. <input type="checkbox"/> Lodging & Meal Allowance of \$50 individual / \$100 family per day. Organ Search & Procurement - when a designated facility is not used, bone marrow is limited to \$25,000 lifetime maximum.
Corrective Appliances & Artificial Limbs	80% of NNF after deductible satisfied.	70% of MAA after deductible satisfied.
Home Rental of Durable Medical Equipment (Subject to Care Coordination if amounts exceeds \$1,000)	80% of NNF after deductible satisfied.	70% of MAA after deductible satisfied.
Oral Surgeries	80% of NNF after deductible satisfied. (Surgery meeting medical necessity guidelines covered.)	70% of MAA after deductible satisfied. (Surgery meeting medical necessity guidelines covered.)
Voluntary Sterilization	80% of NNF after deductible satisfied.	70% of MAA after deductible satisfied.

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS

Benefits	☐ In-Network	☐ Out-of-Network
Home Health Care; limit combined in- and out-of-network (Subject to Care Coordination)	100% of NNF not subject to deductible. (52 visit limit per year.)	70% of MAA after deductible satisfied. (52 visit limit per year.)
Skilled Nursing Facility; limit combined in- and out-of-network (Subject to Care Coordination, in lieu of hospitalization)	80% of NNF after deductible satisfied. (Semi-private rate - 120 day limit per year.)	70% of MAA after deductible satisfied. (Semi-private rate - 120 day limit per year.)
Hospice Care (Subject to Care Coordination)	Hospice Facility - 100% of NNF, no deductible; At Home Hospice (if life expectancy is less than 6 months) - 100% of NNF	Hospice Facility - 70% of MAA after deductible satisfied; At Home Hospice (if life expectancy is less than 6 months) - 70% of MAA
	Bereavement Counseling - 100% of NNF (While patient is in Hospice care, plan covers reasonable expenses for an unlimited number of counseling services for the patient and covered family members.)	Bereavement Counseling - 70% of MAA (While patient is in Hospice care, plan covers reasonable expenses for an unlimited number of counseling services for the patient and covered family members.)
Second Surgical Opinion	100% of NNF, no deductible, voluntary.	70% of MAA after deductible satisfied, voluntary.
Urgent Care Copay	\$20 Copay	\$20 Copay
Emergency Room Copay	\$75 Copay (waived if admitted)	\$75 Copay (waived if admitted)
Preventive Care	100% of NNF, no deductible; Age and frequency provisions of the Affordable Care Act applies	100% of MAA, no deductible; Age and frequency provisions of the Affordable Care Act applies

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS

☐ In-Network

☐ Out-of-Network

Benefits

Benefits	☐ In-Network	☐ Out-of-Network
Well Woman Exam	100% of NNF, no deductible; One annual Well Woman Examination with or without a Pap Smear including Blood Count and Urinalysis. (Additional Pap Smears covered if medically necessary at 80% of NNF.)	100% of MAA, no deductible; One annual Well Woman Examination with or without a Pap Smear including Blood Count and Urinalysis. (Additional Pap Smears covered if medically necessary at 70% of MAA.)
Mammograms	100% of NNF, no deductible; Age and frequency provisions of the Affordable Care Act applies. (Additional mammograms covered at 80% of NNF if medically necessary.)	100% of MAA, no deductible; Age and frequency provisions of the Affordable Care Act applies. (Additional mammograms covered at 70% of MAA if medically necessary.)
Immunizations	One complete regimen of immunizations per lifetime for children and adults covered at 100% of NNF, no deductible.	One complete regimen of immunizations per lifetime for children and adults covered at 100% of MAA, no deductible.
Influenza Immunizations	One influenza immunization per year covered at 100% of NNF, no deductible. (The office visit associated with immunizations is a covered expense.)	One influenza immunization per year at 100% of MAA, no deductible. (The office visit associated with immunizations is a covered expense.)
Prostate Specific Antigen	100% of NNF, no deductible; Age and frequency provisions of the Affordable Care Act applies. (The office visit associated with the PSA test is a covered expense.)	100% of MAA, no deductible; Age and frequency provisions of the Affordable Care Act applies. (The office visit associated with the PSA test is a covered expense.)
Sigmoidoscopy	100% of NNF, no deductible; Age and frequency provisions of the Affordable Care Act applies. (The office visit associated with sigmoidoscopy is a covered expense.)	100% of MAA, no deductible; Age and frequency provisions of the Affordable Care Act applies. (The office visit associated with sigmoidoscopy is a covered expense.)

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS

In-Network

Out-of-Network

Benefits

Colonoscopy	100% of NNF, no deductible; Age and frequency provisions of the Affordable Care Act applies. (The office visit associated with colonoscopy is a covered expense.)	100% of MAA, no deductible; Age and frequency provisions of the Affordable Care Act applies. (The office visit associated with colonoscopy is a covered expense.)
Fecal Occult Blood Test	100% of NNF, no deductible; Age and frequency provisions of the Affordable Care Act applies.	100% of MAA, no deductible; Age and frequency provisions of the Affordable Care Act applies.
Care Coordination (Pre-notification Required)	<ul style="list-style-type: none"> <input type="checkbox"/> Hospitalization <input type="checkbox"/> Admission to hospital through ER <input type="checkbox"/> In-patient services <input type="checkbox"/> Skilled Nursing Facility <input type="checkbox"/> Home Health Care <input type="checkbox"/> Hospice <input type="checkbox"/> Artificial Insemination <input type="checkbox"/> In-Vitro Fertilization <input type="checkbox"/> Durable Medical Equipment exceeding \$1,000 <input type="checkbox"/> Continued stay for Maternity <input type="checkbox"/> Private Duty Nursing <input type="checkbox"/> Organ Transplant <p>Non-notification penalty: Lessor of actual charge or \$200</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Hospitalization <input type="checkbox"/> Admission to hospital through ER <input type="checkbox"/> In-patient services <input type="checkbox"/> Skilled Nursing Facility <input type="checkbox"/> Home Health Care <input type="checkbox"/> Hospice <input type="checkbox"/> Artificial Insemination <input type="checkbox"/> In-Vitro Fertilization <input type="checkbox"/> Durable Medical Equipment exceeding \$1,000 <input type="checkbox"/> Continued stay for Maternity <input type="checkbox"/> Private Duty Nursing <input type="checkbox"/> Organ Transplant <p>Non-notification penalty: Lessor of actual charge or \$200</p>

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

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS

MENTAL HEALTH/SUBSTANCE ABUSE CARE

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
In-patient hospital Room and Board (Subject to Care Coordination)	80% of NNF after deductible satisfied <input type="checkbox"/> Semi Private Room	70% of MAA after deductible satisfied <input type="checkbox"/> Semi Private Room
Inpatient Services and Supplies	80% of NNF after deductible satisfied	70% of MAA after deductible satisfied
Outpatient	\$20 per office visit (PCP) \$20 per office visit (specialist)	70% of MAA after deductible satisfied

Note: Employees must call their Medical Plan within 48 hours of emergency care.

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

CONSUMER SALES CONSULTANT SALES INCENTIVE COMPENSATION PLAN

1. **Frontier** Southwest Incorporated and Communications Workers of America agree that incumbent Consumer Sales Consultants assigned to the Consumer Sales and Service Center will be moved to a Sales Incentive Compensation Plan subject to the terms and conditions of the existing Consumer Sales Incentive Compensation Plan Memorandum of Agreement.
2. The move to a Sales Incentive Compensation Plan as described in 1 above will occur as soon as administratively possible following the effective date of this agreement.
3. The attributes (e.g., percentage attainment levels) of the Sales Incentive Plan will be the same as those associates in the Customer Contact Sales Associate job classification.
4. The target incentive shall be established and maintained at an amount which provides for approximately 10% of the total cash opportunity when combined with the annual wages for this position.
5. Each Consumer Sales Consultant will be compensated based on his/her individual sales results. Associates assigned to offline duties or who are temporarily assigned to work out of classification will be compensated based on the Center's aggregate results if such assignment is for more than a 30 day period.
6. The Consumer Sales Consultants will remain on Wage Schedule DD.
7. The Consumer Sales Consultants assigned to the Consumer Sales and Service Center may continue to voluntarily elect to be reclassified to the Customer Contact Sales Associate job classification on wage schedule DDD and upon reclassification will be subject to same Sales Incentive Compensation Plan attributes (e.g., percentage attainment levels, target amounts) as the other Customer Contact Sales Associates. This election will be irrevocable.

8. This Memorandum of Agreement is effective on the date of ratification unless otherwise specified in this MOA and shall expire on August 6, 2022.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

CONSUMER SALES INCENTIVE COMPENSATION PLAN

1. **Frontier** Southwest Incorporated and Communications Workers of America agree to continue the Consumer Sales Incentive Compensation Plan set forth in this Memorandum of Agreement.
2. For a summary of details, refer to the Consumer Sales Incentive Compensation Plan and the **Frontier** Sales Incentive Compensation Plan Guidelines.
3. Consumer Sales may at any time modify, in whole or in part, the provisions of the Plan. Consumer Sales may at any time modify plan components, weightings, objectives, product line categories, qualifiers and thresholds as business needs may dictate. Any modification shall not affect sales commissions already earned under this Plan.
4. The Company agrees to meet with the Union which may include a CWA Staff Representative and the Local President and/or their designees at periodic intervals to review the Plan(s). It is understood that these meetings are not intended to be negotiation sessions, but rather information sharing sessions to provide a better understanding of the Plan(s).
5. The Incentive Compensation Plan shall not be subject to the grievance and arbitration procedure outlined in the Collective Bargaining Agreement.
6. This Memorandum of Agreement is effective on the date of ratification unless otherwise specified in this MOA, and shall expire on August 6, 2022. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on August 6, 2022 and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
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Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

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

The methodology for up-front quota adjustments includes the following:

(1) Calculate time away from job.

Available hours less:

- Holidays
- Personal/Floating Holidays
- Training hours
- Vacation
- Other time away from job

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

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

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

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

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

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

MEMORANDUM OF AGREEMENT

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FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

CONTRACT LABOR

Frontier Southwest Incorporated and Communications Workers of America agree to exclude the following contract labor from the contract labor cap (cap) in Article 27:

1. Installation and Maintenance associated with Texas A&M University, University of North Texas, Texas Woman's University, Goodfellow Air Force Base, and FEMA.
2. The exclusion for Texas A&M University will be limited to two (2) occasions of thirty (30) consecutive days per year.
3. The exclusion for University of North Texas and Texas Woman's University will be limited to one (1) occasion of thirty (30) consecutive days per year and one (1) occasion of fifteen (15) consecutive days per year.
4. The exclusion for Goodfellow Air Force Base will be limited to one (1) occasion of fifteen (15) consecutive days per year.
5. The exclusion for FEMA will be limited to those occasions where FEMA is activated to assist in emergency/disaster situations and will not exceed a total of fifteen (15) days per occasion.
6. The aggregate bargaining unit workforce will be reduced by the number of bargaining unit employees dedicated to working in the above listed institutions for the month(s) in which the exceptions are exercised.
7. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

CONTRACT LABOR REPORTING

The Company and the Union agree to administer the reporting of Contract Labor by using the following specifics:

1. The base for calculating the contract labor cap (cap) will be determined monthly. The number of employees in the bargaining unit will be determined by the number of employees on the payroll in the second payroll period of each month for the succeeding month.
2. The Company will provide a summary to the Union of its utilization of contract labor on a monthly basis. This monthly summary will be an average of the weekly information compiled during the month. The company will also provide the Union weekly detail information with its monthly summary.
3. Additionally, it is agreed weekly detail will consist of the following:
 - Name or names of the contract firms.
 - Number of contract employees performing work for each contract firm.
 - Location (exchange) where work is performed.
 - Brief description of the work being performed.
 - Start/Completion date of the work order where work is being performed.
4. If the Company exceeds the cap in any given month as a result of employees not being offered overtime, the appropriate remedy will be to offer overtime (to the extent the cap was exceeded) to those employees who normally perform the work contracted at the location(s) the cap was exceeded. This overtime will be offered as job requirements warrant the need for overtime, but no later than in the month immediately succeeding the month the cap was exceeded.
5. The parties agree the provisions of this Memorandum of Agreement are subject to the grievance and arbitration procedures as outlined in the Collective Bargaining Agreement.
6. Neither the Union nor the Company waive any right existing under the National Labor Relations Act concerning access to or providing information relative to specific grievances on contract labor.

7. This Memorandum of Agreement is effective on **August 5, 2018**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement relating to contract labor shall terminate on August 6, 2022, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

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MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

COPE PAYROLL DEDUCTION

Frontier Southwest Incorporated and Communications Workers of America agree to continue the following provisions for the payroll deduction of CWA 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 **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

CROSS FUNCTIONAL WORK SHARING

Frontier Southwest Incorporated, hereinafter referred to as the Company, and Communication Workers of America (CWA), Local 6171, hereinafter referred to as the Union, agree to implement a cross functional call sharing agreement based on the following provisions.

The Company may require representatives in the CSSC, BSBC and FSC (integrated FiOS and copper repair center) to handle customer inquiries and requests that can be resolved through training comparable to that required for listed examples that would have otherwise been handled by or transferred to another Center or individual.

Examples of inquiries and requests that CSSC and BSBC representatives may be assigned to resolve will include:

1. Customer reports that a TV or specific channel is not working. The representative would click the desktop icon where the set top box is automatically reset and confirm that the issue is resolved.
2. Customer reports that internet service is not working. The representative would click on the desktop where the router is automatically reset and confirm that the issue is resolved.
3. Customer requests a check on internet speed. The representative would verify Account setup and click the desktop icon to test speed to customer location.
4. Customer reports phone service problem. The representative would initiate automated test and restoral of service. The ticket would be auto-populated.
5. Customer requests status of repair ticket. The representative would access the open repair ticket and read the status to the customer.
6. Customer wants to know where a technician is/the status of a repair visit. The representative would access the information and advise the customer.
7. Customer requests assistance locating their WiFi credentials, such as WEP key or SSID. The representative would click the desktop tool and perform the needed steps to instruct the customer where to locate the information on their equipment.
8. Customer reports an emergency situation (i.e., fire, storm damage, flood) and requests remote activation of service recovery features, such as call forwarding. The

representative would access the desktop tool and submit a request to activate the service recovery feature.

Examples of inquiries and requests that FSC representatives may be assigned to resolve will include:

1. Customer requests out-of-service credit. The representative validates eligibility and submits credit.
2. Customer wants to order pay-per-view event. The representative would activate pay per view order.
3. Customer wants to add or change a channel package or to add a set top box. The representative would submit an order to add or change the feature or add a set top box.
4. Customer wants to update their records (e.g., billing address). The representative would access account record and make change.
5. Customer asks for product information. The representative would access product library to answer question.
6. Customer asks about bill payment options. The representative would provide options for payment location (web/phone/physical).
7. Customer requests last month's bill amount. The representative would review account information and advise the customer of the amount.
8. Customer questions installation charges. The representative would use system to open an investigation.
9. Customer wants to confirm an order and/or its status. The representative would review order information and change scheduled date, if needed.
10. Customer requests to add a Value Added Service (VAS) product to their account, such as VISS, Back-up & Storage. The representative would click the desktop tool and submit an order for the requested product.
11. Customer requests the need to create or change their account authentication PIN. The representative will review the account and access the desktop tool to submit the update/change request.

The assignment of any of these, or any other duties, pursuant to the above will not entitle associates to additional pay. In addition, if the Company wishes to add additional cross functional duties beyond the examples cited above, they will provide written notice to the Union, and they will not implement the additional cross functional duties until twenty (20) days after this written notice is provided. Any such additional cross functional duties will involve customer inquiries and requests that can be resolved by application of representative training comparable to that required for the above lists. In calendar year 2013 and in each succeeding calendar year, the Company will be permitted to add two additional tasks in each calendar year to the Sales and Support Centers and two additional tasks in each calendar year to the Technical Support Centers subject to the above stated notice and comparable training requirements. The

additional tasks added pursuant to this paragraph will not require training in excess of 120 minutes per task. Other than the additions set forth in the preceding sentences, the Company will not add any additional cross functional duties in the year 2013 or any succeeding calendar year, absent the Union's agreement. The assignment of any duties pursuant to this paragraph will not entitle associates to additional pay.

FSC representatives will only make sales that are initiated by the customer. FSC representatives will also transfer the following types of sales to the CSSC or BSBC even if the services are requested by the customer: HSI to FiOS service, new video service (FiOS or DirecTV orders), new data service (HSI or FiOS), and changes to bundle packages to add data or video. Types of calls that are currently routed through the electronic routing system (ERS) to the CSSC or BSBC will continue to be routed to the CSSC or BSBC and types of calls that are currently routed through the ERS to the FSC will continue to be routed to FSC. While customers may provide insufficient or incorrect information through the ERS that can result in misrouting, if the customer's identified reason for a call routed through the ERS is a sales or billing matter, the ERS will seek to route such calls to CSSC or BSBC representatives. If the customer's identified reason for a call routed through the ERS is a problem with the functioning of a service, the ERS will seek to route the call to FSC representatives.

The Company agrees that, in return for the Union's agreement to this Cross-Functional Work Sharing Memorandum of Agreement, the Company will add a combined total of 50 regular full-time newly hired employees ("Additional Hires") during the term of this 2013 Collective Bargaining Agreement, into the CSSC, BSBC and FSC, contingent upon obtaining sufficient qualified and successfully trained candidates.

All Additional Hires will be subject to existing, training and other pre- and post-hire procedures as appropriate, except that any internal staffing obligation shall not apply to the hiring of Additional Hires pursuant to this Agreement. Individuals who do not successfully complete training will not be counted towards the 50 Additional Hires requirement.

This Memorandum of Agreement is effective on the date of ratification unless otherwise specified in this MOA, and shall expire on August 6, 2022, and shall not survive the expiration of the Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

CUSTOMER TECHNICIAN INTERN

Frontier Southwest Incorporated and Communications Workers of America recognize the mutual goal of developing the workforce of tomorrow in the highly competitive and technological telecommunications industry. Therefore, a rotational, end-to-end, process focused developmental program is being established to produce "ready-now" candidates for anticipated technical vacancies.

The staffing of the CUSTOMER TECHNICIAN INTERN position may either be new direct hires or may be existing employees who have an interest in this developmental opportunity. Current employees selected for the program will either remain in their current wage schedule or be placed into Wage Schedule D whichever is greater. Since this is intended to be a developmental assignment, employees selected for the program may not bid on other job opportunities, unless subject to force adjustment. Upon completion of all necessary training activities, the successful completion of any testing and proficiency requirements of the developmental program, and the passing of the required tests for the CZT II position, the employee will be awarded the position of Customer Zone Technician II. The location will be determined by the Company with input from the employee, based upon availability and service requirements. This placement will occur in no more than eighteen (18) months following the date the employee entered the program.

During the program, employees will be tested periodically to determine skill, knowledge and proficiency level. A satisfactory score must be attained to continue employment in the developmental program. A direct hire may be released from employment with the Company at any time during the eighteen (18) months at the Company's discretion if he/she is not successful in passing training classes and meeting performance expectations as designated. Further, if the direct hire is unable to successfully pass the Customer Zone Technician II testing requirements within the eighteen (18) months, the Customer Technician Intern will be released from employment with the Company. Employees released as outlined in the forgoing will have no recourse through the grievance and or arbitration process as outlined in the Collective Bargaining Agreement.

A current employee who is selected to participate in this program and is unsuccessful in meeting expectations as outlined, shall be returned to their previous position and reporting location, if available. Should the previous position not be available for any reason, the participant may be placed into any other vacancy for which he/she is qualified as determined by the Company. Being qualified includes successfully passing any required job tests associated with the position. Should the employee be unsuccessful in obtaining a position, he/she will be released from the Company.

If a reduction-in-force becomes necessary, employees in this classification, who were direct hires, will not be permitted to bump into other classifications.

However, they will be permitted to bid on other positions within the Company. Bumping options for current employees will be based upon their prior position before entering the program. Because of the developmental nature of this position, the classification will not be available for other employees to exercise bumping options.

The curriculum for this developmental assignment will be a combination of work related experiences, which may include but not be limited to, formal classroom training, ride-a-longs, on-the-job training and performance of actual job duties of the rotational positions. During this developmental program, employees will not be eligible for out-of-classification differentials. Because of the rotational nature of this classification, employees in this classification will not be assigned to work in a definite location or specific headquarters.

The program is intended to provide the following job and process rotations:

SERVICE FULFILLMENT:

Job Activities
Frameworker OJT
CZT Installation/OJT

SERVICE PROVISIONING:

Job Activities
Facility Assigner/OPT/OJT
Cable Splicer/OJT
Facility Provisioning Assistant OJT
Lineworker OJT

SERVICE ASSURANCE:

Job Activities
CZT I / CZT II OJT
CZT I Switching OJT

This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

DENTAL PLAN

1. **Frontier** Southwest Incorporated and Communications Workers of America agree to the provisions of the Dental Plan set forth in this Memorandum of Agreement.
2. For a summary of details refer to the appropriate Dental Benefits Summary Plan Description (SPD). The annual deductible will be \$25.00 per individual for all regular full time and part time employees. The annual \$25.00 per individual deductible will be waived when an employee and/or his/her enrolled dependents use a Preferred Dental Provider (PDP).
3. For all regular full time and part time employees, coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later.
4. Maintenance of Benefits (MOB) permitted to the level of benefits provided in the Dental Plan.
5. The monthly employee contribution shall be in accordance with Article 28 of the Collective Bargaining Agreement.
6. The Plan will be administered solely in accordance with its provisions and no matter concerning the Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the Plan Administrator, the administration of the Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company.
7. This Memorandum of Agreement is effective on **August 5, 2018** and shall expire on August 6, 2022.

The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Dental Plan, shall also terminate on August 6, 2022, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

FRONTIER DENTAL PLAN HIGHLIGHTS

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

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

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

DOMESTIC PARTNER BENEFITS

1. **Frontier Southwest Incorporated** (“The Company”) and **Communications Workers of America** (“the Union”) agree to extend benefits, as set forth below, to employees' domestic partners and children of domestic partners.
2. Employees may elect health and welfare benefits coverage of domestic partners and children of domestic partners as described below.
3. The Company and the Union agree that a domestic partner of an employee will be eligible for health and welfare benefits only if the employee and the domestic partner meet one of the following relationship categories: (A) same-sex marriage, (B) same-sex domestic partnership by governmental registration, (C) same-sex domestic partnership by “company registry,” or (D) a limited exception for opposite-sex partners as notified by **the Company** due to an equal benefits ordinance, as described below:
 - A. Same-sex marriage. The employee and the domestic partner have entered into a valid, same-sex marriage recognized under the laws of the state in which they currently reside. If the employee and domestic partner move to a state that does not recognize same-sex marriage, the employee will need to (1) register his or her same-sex domestic partnership by government registration, or (2) satisfy the “company registry” requirements of a same-sex domestic partnership, as explained below.
 - B. Same-sex domestic partnership by government registration. The employee and domestic partner have entered into a valid, same-sex domestic partnership registered with a governmental entity under the laws of the state, county or municipality in which they currently reside.
 - C. Same-sex domestic partner by “company registry.” The employee and the domestic partner attest that they meet all of the following requirements:
 - The employee and the domestic partner are same-sex, adult partners.
 - Neither the employee nor the domestic partner is married or a domestic partner of a third party.
 - Both the employee and the domestic partner are at least eighteen (18) years of age and are mentally competent to contract.

- The employee and the domestic partner are not related by blood to a degree of closeness that would prohibit legal marriage in their state of residence.
 - The employee and the domestic partner live together at the same permanent residence.
 - The employee and the domestic partner are jointly responsible for each other's welfare and basic living expenses.
 - The domestic partner is the employee's sole domestic partner and intends to remain so indefinitely.
- D. Special rule for opposite-sex partners: Generally, an opposite-sex relationship other than a valid, legal marriage does not meet the domestic partnership requirements. However, an employee may cover an opposite-sex partner if the **Company** notifies the employee that he or she is eligible to cover an opposite-sex domestic partner as a result of the company's contractual obligation with a governmental entity with an "equal benefits ordinance" that requires the coverage of an opposite-sex domestic partner. The notification will outline the eligibility requirements that pertain to the particular "equal benefits ordinance."
- E. The employee and the domestic partner agree to notify the Company and any other appropriate party of any changes in the above conditions.
- F. The employee and domestic partner agree to attest verbally, electronically or upon request, in writing that they both satisfy the eligibility requirements for domestic partnership.
4. The Company and the Union agree that eligibility of children of domestic partners for health and welfare benefits shall be based on the following conditions:
- A. An eligible domestic partner is the natural parent, adoptive parent or legal guardian of the child.
 - B. For purposes of eligibility for health and welfare benefits, the child of a domestic partner may qualify as an eligible dependent child according to the same eligibility terms and conditions as an employee's natural or adoptive child.
5. An employee may elect coverage of a domestic partner and any children of a domestic partner for the following benefits. The amount and availability of benefits are governed by the provisions of the applicable plan and are subject to the Internal Revenue Code and related regulations.
- A. Medical
 - B. Dental
 - C. Health care continuation coverage

- D. Flexible Reimbursement Plan Healthcare Reimbursement Account (for IRS Tax Dependents)
 - E. Dependent Care Reimbursement Account (for IRS Tax Dependents)
 - F. Retiree Medical (Domestic Partners and children of Domestic Partners will continue to be limited to those who are covered by the medical plan at the time of the employee's retirement however, a retiree may enroll a new Domestic Partner (or new Child of a Domestic Partner) after retirement, so long as the retiree and the Domestic Partner are legally married in a state that permits same-sex marriage. Coverage for the retiree's Domestic Partner (and eligible Child of a Domestic Partner) shall apply wherever the legally married Retired Participant and the Domestic Partner live.
 - G. Supplemental Term Life
6. Employees are entitled to Bereavement Leave in the event of the death of a domestic partner, children of the domestic partner and other domestic partner family members as specified in the relevant Collective Bargaining Agreement.
 7. Family and Medical Leave
 - A. Employees are entitled to Family and Medical Leave for the care of a seriously ill child of a domestic partner, subject to general eligibility requirements.
 - B. Employees are entitled to leave equivalent to that provided under the Family and Medical Leave Act for the care of a seriously ill domestic partner, subject to the same general eligibility requirements as are contained in the Family Medical Leave Act. Should there be a change in federal law permitting Family and Medical Leave to be used for the care for a seriously ill domestic partner, then this section 7B shall be null and void.
 8. Other benefit programs are also available to domestic partners and/or their children, as applicable. Availability and amount of benefit is governed by the applicable plan or policy.
 - A. Event Travel Expense (one guest accommodated)
 - B. Financial Counseling
 - C. Survivor Support
 - D. Dependent Scholarships (children of domestic partner only)
 - E. Adoption Assistance (employee must be adoptive parent)
 - F. Company Discounts (recipient is employee)
 - G. Childcare Discounts (recipient is employee)
 - H. Employee Assistance Program

9. In the event that any of the above Domestic Partner Benefits are found to be discriminatory against non-eligible, unmarried employees in any jurisdiction, then these Domestic Partner Benefits will not be available in that jurisdiction.
10. To the extent that the terms of any plan conflict with the provisions of this Memorandum of Agreement, the terms of such plan shall govern. Notwithstanding the foregoing, this Memorandum of Agreement shall constitute part of the plan to which it relates; provided, however, it may be elaborated upon in other plan materials, such as employee bulletins and enrollment materials, by the Company. To the extent that any provision of this Memorandum of Agreement conflicts with any federal, state or local law, **or any contracting requirement**, the parties agree to discuss the applicability of such **contracting requirement** or federal, state or local law.

This Memorandum of Agreement is effective on August 5, 2018, and shall expire on August 6, 2019. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, shall terminate on August 5, 2019, and shall not survive the expiration of the Memorandum of Agreement, unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

**Rick A. Carpenter
Director, Labor Relations**

**Tony Shaffer
CWA Representative**

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

EDUCATION AND LIFE-LONG LEARNING

The Company and the Union agree to continue joint efforts which allow employees additional opportunities to learn and enhance their knowledge. This includes, but is not limited to, participation in the **Frontier** Tuition Assistance Plan **for Bargaining Unit Employees Acquired by Frontier in 2016** which includes the 100% prepaid tuition feature. Effective January 1, 2012, there will be a maximum annual Company payment for tuition and fees of \$8,000.

This Memorandum of Agreement is effective on August 5, 2018, and shall expire on August 6, 2022. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, shall terminate on August 6, 2022, and shall not survive the expiration of the Memorandum of Agreement, unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INC.

and

COMMUNICATIONS WORKERS OF AMERICA, DISTRICT 6

ELIMINATION OF BURIED SERVICE WIRE CONTRACT (CBA 548)

This Memorandum of Agreement confirms the parties' agreement during 2018 contract negotiations to eliminate the Buried Service labor contract (BSW CBA), subject to the following conditions:

The job titles of BSW Technician, Facility Locator, and BSW Assistant will be moved into CBA 48 along with their associated Wage Schedules.

The BSW Clerk job title is being eliminated with the Incumbents being transferred into the CBA 48 Dispatch Clerk - Group 1 job title. These upgrades will take place as soon as administratively feasible following ratification of the 2018 Agreements, but no later than October 1, 2018 and effective on the start date of a payroll period.

The elimination of the BSW CBA has no impact on Article 27 of CBA 48. Article 27 continues to exclude buried service wire work in its entirety from its coverage.

With respect to buried service wire work, should it be performed by the former BSW Job titles now in CBA 48, Article 13-2 (Workforce Sizing – Exhibit 3) and Article 16 (Outsourcing – Exhibit 4) would continue to apply and supersede any CBA 48 provision that is similar to or would conflict with these BSW provisions.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

Exhibit 3
ARTICLE 13-2
WORKFORCE SIZING

- 13.1 **In the event the company determines a workforce surplus condition exists in the National Buried Service Wire Group, it will at its discretion make force adjustments, transfers or layoffs as required. Within the National Buried Service Wire Group, layoffs will be by job title and zone in accordance with the following:**
- 13.1.1 **Regular employees with less than twelve (12) months' service, layoff will be based on qualifications and the needs of the business. When qualifications are equal, seniority will be the determining factor.**
- 13.1.2 **Regular employees with more than twelve (12) months' service with the company will be laid off by inverse seniority and may bump a less senior employee in a lower job classification within the same zone provided the affected employee is fully capable of immediately performing the job duties in the lower classification. The employee is responsible for any relocation expenses.**
- 13.2 **It is agreed that an employee who is involuntarily laid off shall be given at least two weeks' notice of such layoff or two weeks' pay in lieu of notice at the company's discretion.**
- 13.3 **Former employees who have been laid-off will be offered the opportunity to be recalled, for a period of twelve (12) months, before hiring new employees in the same classification and zone provided the former employee has kept the company informed of an address and telephone number where they can be reached. Once contacted, the former employee must be able to report for work within one (1) week.**
- 13.4 **Voluntary layoffs may also be an alternative way of temporarily adjusting the size of the workforce. When used, the voluntary layoff will not normally exceed four (4) months. Employees granted a voluntary layoff will be required to take any unused vacation prior to beginning the voluntary layoff. While on the voluntary layoff, employees will receive benefits provided to active employees, accredited service and seniority and will be guaranteed reinstatement at the end of the voluntary layoff provided that a vacancy exists in the job classification the employee held at the time of the voluntary layoff. Should the employee fail to return from the voluntary layoff, they will be considered to have resigned from the company.**

Note: The parties agree to meet, and in good faith, mutually agree to the geographical boundary(ies) to replace the zone for purposes of force adjustment. Should the number of zones change, additional discussions will be held to determine the appropriate geographical area.

**Exhibit 4
ARTICLE 16
OUTSOURCING**

- 16.1 It is the company's intention to use the services of the National Buried Service Wire Group employees in lieu of subcontracting work to third parties wherever and whenever the company determines that it is economically and logistically advantageous for it to do so. However, it is agreed that the terms of this Agreement will not limit, restrict, or prohibit the company from entering into agreement(s) with vendor(s), contractor(s), or other provider(s), including assigning bargaining unit employees from other bargaining units to perform any or all of the work or services required by the National Buried Service Wire Group.**

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

FAMILY AND MEDICAL LEAVES OF ABSENCE (FMLA)

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

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

17. Employees, while on leave, shall be considered to have terminated employment if they accept employment with another employer, engage in business for profit, and/or apply for unemployment insurance benefits.
18. The provisions of this Memorandum of Agreement are not subject to the grievance or arbitration procedure of the Collective Bargaining Agreement except for the application for reinstatement by employees on leave.
19. All terms herein shall be defined as set forth in the Department of Labor Regulations, 29 CFR 825.
20. The Company has the right to act in accordance with the Family and Medical Leave Act of 1993 and to comply with the regulations provided by the Department of Labor.
21. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

FIBER NETWORK FIELD TECHNICIAN

Frontier Southwest Incorporated and Communications Workers of America agree to the following:

1. The title Fiber Network Field Technician will be placed into Wage Schedule H 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 or fiber hub and into the customer's premise. These tasks will include, but not be limited to, installation and maintenance of voice, data and ancillary equipment and/or service on the fiber network, and may include, as assigned, responsibility for tasks associated with installation and repair of video equipment and/or service on the fiber network, 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 CZT 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 12. Candidates for these positions will be required to pass appropriate testing and all other requirements for this position as determined by the Company
5. The Company and Union agree to meet and confer annually to review the job duties/responsibilities and Wage Schedule placement of the Fiber Network Field Technicians.

This Memorandum of Agreement is effective on **August 5, 2018**.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

FIOSsm JOBS OF THE FUTURE

Frontier Southwest Incorporated and Communications Workers of America, recognizing the extreme importance of **Frontier** Fiossm to the future of **Frontier**, and where both parties are equally committed to ensuring the continued growth and prosperity of **Frontier** and its employees, and in furtherance of the positive working relationship between the parties, agree to the following:

1. Article 27, Use of Contract Labor, shall not apply to any work-related activities associated with Fiossm work. Nonetheless, the use of contract labor to perform Fiossm work-related activities shall not result in the lay off or part-timing of any regular employees who perform the same work-related activities associated with Fiossm work.
2. The Company and Union agree to meet and confer monthly to review the progress of the Fiossm build-out and related matters at a time and place mutually agreed to by both parties.
3. It is the intent of the Company and Union to conduct these meetings in the spirit of the ongoing Texas Company/Labor Partnership in all matters of communication, involvement, adaptability, integrity, trust and respect, realizing that both parties are responsible for promoting in a positive way the legacy of a viable and competitive future **Frontier**.
4. These meetings may be discontinued by mutual agreement between both parties.
5. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

FLEXIBLE SPENDING ACCOUNT

1. **Frontier** Southwest Incorporated agrees to continue the Flexible **Spending Account (FSA)**.
2. For all regular full time and regular part time employees, coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later.
3. For a summary of details refer to the Flexible **Spending Account** Summary Plan Description (SPD).
4. The **FSA** will be administered solely in accordance with its provisions, and no matter concerning the **FSA** or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the **FSA** Administrator, the administration of the **FSA** and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or reimbursements shall be determined by and at the sole discretion of the Company.
5. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Flexible **Spending Account**, shall also terminate August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT
between
FRONTIER SOUTHWEST INCORPORATED
and
COMMUNICATIONS WORKERS OF AMERICA

FLEXIBLE USE OF FNFTs AND CZT IIs

1. The Company and Union agree that it is in the best interests of customer service excellence, competitiveness, service efficiencies, and developing employee skills for both the Fiber Network Field Technician (FNFT) and Customer Zone Technician II (CZT II) job titles to perform both fiber-related and copper-related customer service work. Both parties recognize that this will require some employees to be cross trained. The objective here is to utilize these technicians in a common sense manner to efficiently address recurring workload fluctuations in fiber-related and copper related customer service work.
2. This initiative will not involve creating new administrative work groups, so that FNFT and CZT II technicians will continue to be treated as separate classifications for purposes of the scheduling of tours, the scheduling of vacation time, and force surpluses.
3. Before launching this initiative, Company and Union officials will meet to discuss the Company's plans for its implementation and any Union questions or concerns.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

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MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

FORCE ADJUSTMENT

The Company and the Union agree that the following applies to force adjustments anticipated to occur during the term of this Memorandum of Agreement:

1. A maximum of thirty-one (31) employees may be "protected" from the Force Adjustment Procedure during the term of this Memorandum of Agreement. The number of "protected" employees shall be limited to fourteen (14) business customers. A list of "protected" employees and the fourteen (14) business customers shall be furnished to the Union and kept current.
2. No employee shall be "protected" on more than two occasions from a force adjustment in which the employee would have been impacted during the term of this Memorandum of Agreement.
3. The number of "protected" employees and the number of business customers outlined in Section 1 can be modified during the term of this Memorandum of Agreement by mutual agreement between the parties.
4. All other Force Adjustment issues shall be referred to a joint Union-Company committee comprised of an equal number of representatives. Any changes must be mutually agreed to between the parties.
5. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement relating to force adjustment shall terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless specifically agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

FORCE ADJUSTMENT BOUNDARIES

Frontier Southwest Incorporated and Communications Workers of America agree to the following provisions regarding the force adjustment boundaries under Article 17.

1. The division structures and boundaries for the purposes of force adjustment shall be as they exist on the effective date of this Memorandum of Agreement (see Attachment A).
2. Any changes to the division structure or boundaries listed in Attachment A will be provided to the Union.
3. The General Offices in San Angelo and Las Colinas will each be considered part of the division in which they are geographically located, for purposes of this MOA.
4. Offices located at 9999 Technology Blvd in Dallas, TX will be considered part of the Metro district.
5. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, 2022. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall not survive the expiration of the Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

DIVISION STRUCTURES AND BOUNDARIES

NORTHEAST DIVISION

Metro District

Exchange
Azle
Grapevine
Keller
Springtown

D/FW Airport
Irving
Reno

North Central District

Exchange
Argyle
Bells-Savoy
Bonham
Collinsville
Dorchester
Gordonville
Howe
Leonard
Pilot Point
Telephone
Tom Bean
Van Alstyne
Whitewright

Bartonville
Blue Ridge
Celeste
Denton
Ector
Gunter
Justin
Lewisville
Sherman
Tioga
Trenton
Whitesboro
Windom

Twin Cities District

Exchange
Carrollton
Plano
Wylie

Garland
Rowlett

Eastern District

Exchange
Alba
Ben Wheeler
Birthright
Bristol
Canton
Como
Emory
Gilmer
Grand Saline
Hawkins
Jackson
Josephine
Lone Oak
Liberty City
Miller Grove

Bardwell
Big Sandy
Brashear
Caddo Mills
Cash
Emhouse
Ferris
Gladewater
Hallsville
Henderson
Jacksonville
Kilgore
Maypearl
Merit
Mount Vernon

Myrtle Springs
New Summerfield
Palmer
Pine Mills
Quinlan
Red Springs
Roane
Shirley
Tawakoni
Van
Weaver
Wilmer
Winnsboro

Nevada
Oakland
Pickton
Point
Quitman
Rice
Rusk
Sulphur Springs
Turnertown
Venus
Whitehouse
Winfield

SOUTHWEST DIVISION

University District

Exchange

Burton
Caldwell
Coupland
Dime Box
Giddings
La Grange
McDade
Paige
Schulenburg
Snook-Tunis
Weimar

Bryan
College Station
Deanville
Fayetteville
Kurten
Lexington
Northrup
San Gabriel
Somerville
Thorndale-Thrall

Gulf District

Exchange

Alta Loma/Santa Fe
Bacliff
Baytown
Boling
Devers
East Bernard
Highlands
Huffman
Kemah
Mont Belvieu
New Waverly
Rosharon
Shepherd
Wallis
Willis

Arcola
Batson
Beach City
Crosby
Dickinson
Hardin
Hitchcock
Hull
League City
Nassau Bay
Raywood
Saratoga
Stafford
Webster

Valley District

Exchange

Agua Dulce
Bishop

Aransas Pass
Blessing

Bloomington
Dilley
Floresville
Gillett
Ingleside
Kosciusko
Lavernia
Nixon
Orange Grove
Point Comfort
Port Lavaca
Poth
Raymondville
Robstown
Santa Rosa
Smiley
Sutherland Springs
Three Rivers
Weslaco

Charlotte
Falfurrias
George West
Gonzales
Jourdanton
La Feria
Lyford
Odem
Palacios
Portland
Port O'Connor
Premont
Rio Grande City
Roma
Seadrift
Somerset
Taft
Tivoli-Austwell
Vanderbilt

West Central District

Exchange
Ballinger
Barnhart
Blanket
Bronte
Carlsbad
Coleman
Del Rio
Eldorado
Gustine
Lake Brownwood
Mason
Mertzon
Ozona
Robert Lee
San Angelo
Sterling City
Winters

Bangs
Big Lake
Brady
Brownwood
Christoval
Comanche
Eden
Goldthwaite
Junction
London
Menard
Miles
Paint Rock
Rowena
Sonora
Water Valley
Zephyr

Hill District

Exchange
Bertram
Boerne
Buchanan Dam
Burnet
Dripping Spring
Fredericksburg
Granite Shoals
Jarrell
Kingsland
Llano

Blanco
Briggs
Buda
Dale
Fentress
Georgetown
Granger
Johnson City
Kyle
Lytton Springs

Marble Falls
Round Mountain
Tow
Wimberley

Martindale
Stonewall
Willow City

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS of AMERICA

FORCE SURPLUS – CZT II AND FNFT

1. Frontier Southwest Incorporated (hereinafter "Frontier" or "Company") and Communications Workers of America (hereinafter "CWA" or "Union") agree that in the event of a force adjustment in the Customer Zone Technician II (CZT II) and/or Fiber Network Field Technician (FNFT) job title classifications, employees in either classification will be considered qualified to bump into the CZT II or FNFT job title classifications subject to the provisions of Article 17 • Force Adjustment, except for 17.9.3.5 and 17.9.3.6, which shall not apply.
2. For the avoidance of doubt, for purposes of 17.9.3.7, Customer Zone Technician II (CZT II) and Fiber Network Field Technician (FNFT) shall be treated as the same "title classification". By way of example, this means a senior CZT II with less than 2 years of work time in that title cannot bump a junior CZT II or FNFT who has 2 or more years of work time in that job. Likewise, a senior FNFT with less than 2 years of work time in that title cannot bump a Junior CZT II or FNFT who has 2 or more years of work time in that Job. For purposes of 17.9.3.7, an employee's experience in both the CZT II and FNFT jobs will be additive for purposes of determining whether the employee has 2 or more years or work time.
3. The terms of this MOA shall not affect force adjustments involving any other job classifications or be relied upon to affect the administration of the provisions of Article 17 in force adjustments involving any other Job classifications.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

**Rick A. Carpenter
Director – Labor Relations**

**Tony Shaffer
CWA Representative**

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

FOUR-DAY WORKWEEK

Frontier Southwest Incorporated and Communications Workers of America recognize that in certain administrative work units or work groups, it may be beneficial to employees and in the best interest of the business to establish a four-days-per-week, ten-hours-per-day (four-day workweek) schedule as a normal workweek.

The provisions of the Agreement of Recognition, Bargaining Procedure and Operating Contract, and any existing Union-Management agreements will continue to apply to bargaining unit employees on four-day workweek schedules except as noted in the parameters and implementation procedures listed below.

1. The Company shall determine the eligible job classifications and locations. Participation in the ten-hour, four-day week shall be determined by a majority vote of the eligible work group.

If an employee should be unable to work the ten-hour, four-day week because of overriding domestic reasons, the schedule shall not be made mandatory.

2. The Company reserves the right to revert back to a 5/8 workweek in a work group or location where the 4/10 workweek proves not to be in the Company's best interest.

Management and the Union will jointly, at the local level, work together to implement the four-day workweek schedule for a particular work group.

3. Transfers/changes to or from a four-day workweek should, when practical, be made at the beginning of the workweek.

4. The normal workweek shall consist of four, ten-hour tours. The four, ten-hour tours must be scheduled on consecutive days unless a service emergency clearly dictates an exception or the eligible work group agrees by majority vote to one non-consecutive work day. For the purposes of this Agreement a "tour" shall be defined as - "The entire scheduled work day of an employee, which will be ten (10) hours or less."

5. Overtime will be paid when an employee works in excess of ten (10) hours per day, or in excess of forty (40) hours in a workweek for employees covered under this Memorandum of Agreement.

6. Holidays

A. Designated Holidays

Whenever a designated holiday occurs during the week, management can change the 4/10 schedule to a 5/8 schedule. Employees whose schedules are not changed to a 5/8 schedule will receive ten (10) hours holiday pay.

B. Personal Holidays

These holidays will be converted to hours up to a maximum of fifty-six (56) hours. An employee scheduled off for a Personal Holiday will be compensated for up to ten (10) hours. The compensated hours will be deducted from the employee's total holiday hours.

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

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

Personal Holidays scheduled on days off will not count toward the workweek for overtime purposes.

7. Absence for Jury, Witness or Election Duty will be compensated on a ten-hour basis.

Employees who are required to be absent to attend a funeral as outlined in Article 20 will receive up to ten (10) hours pay for the two (2) regular working days indicated in paragraph 2.1.

A maximum of two (2) additional days, compensated at ten (10) hours per day, may be authorized for compensation under the "Plan for Employee Disability Benefits" as outlined in Paragraph 2.1.1.

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

9. Incidental absences due to illness will be compensated on a ten-hour basis. Employees who are absent forty (40) scheduled hours within a workweek will receive forty (40) hours of Sickness Disability Benefits. An illness waiting day consists of ten (10) consecutive scheduled hours.

10. Employees working the four-day, ten-hour schedule will be reimbursed for evening meal expense of six dollars (\$6.00) if the employee works in excess of thirteen (13) hours that day without a meal break during the last session.

A. This Section shall not apply to unlocated employees, employees receiving per diem expenses, or to employees eligible for an evening or night premium.

- B. Under no circumstances will the per diem allowances set forth in Article 14, Section 6, paragraph 5.2.1 and the evening meal allowance in paragraph 9 be paid for the same day.
11. Employees working a four-day, ten-hour schedule who are assigned to a higher classification for one (1) full working hour or more shall be paid for the time worked on the temporary assignment in accordance with Article 13.
12. Disputes arising out of the application or intent of this Agreement, except for paragraph 2 above, shall be subject to the Grievance and Arbitration procedure.
13. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA, DISTRICT 6

FRONTIER TEXAS CALL CENTER OPERATIONS

This Memorandum of Agreement confirms the Company's commitment during 2018 contract negotiations to keep the following center operations (as constituted by the listed job titles in the event of a name change to any of these centers) open and in operation for the life of the 2018 Collective Bargaining Agreement:

- Irving Residential Sales and Service Call Center
 - Customer Contact Sales Associate
 - Consumer Sales Consultant
- Irving Commercial Retention Center
 - Business Customer Representative
- Irving Technical Support Operations
 - Fiber Customer Support Analysts
- San Angelo Call Center
 - Customer Service Representative
 - Business Account Representative
 - Access Ordering Representative

This commitment does not preclude attrition, or to the extent permitted by the parties' Collective Bargaining Agreement, force adjustments in any of these center operations. It is understood that technological changes or the needs of the business may affect the functions performed in these centers by the job classifications listed.

This Memorandum of Agreement is effective on the date of Ratification of the 2018 Agreements and shall expire on August 6, 2022. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall terminate on August 6, 2022, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

HEALTH REIMBURSEMENT ACCOUNT

1. Effective July 1, 2013 the Company established a Health Reimbursement Account (HRA), within the meaning of IRS Notice 2002- 45 and related guidance, on behalf of each regular, full-time employee (as such term is used in the applicable medical summary plan description which is incorporated into The Plan for Group Insurance (“SPD”)) scheduled to work 25 or more hours per week (“Full-Time Employee”) and each regular, part-time employee (as such term is used in the applicable medical SPD) who **was** scheduled to work at least 17 hours per week but fewer than 25 hours per week (“Part-Time Employee”), in each case who **had** at least 90 days of service and who **was** enrolled in a medical coverage option under The Plan for Group Insurance. During the 2013 plan year, the Company allocated a credit of \$650 to each HRA for eligible “Full-Time Employees” as of July 1, 2013 and a credit of \$325 to each HRA for eligible “Part-Time Employees” as of July 1, 2013 to reimburse otherwise unreimbursed eligible medical expenses (as defined in IRC section 213(d)) for the **employee** and his or her eligible IRS tax dependents, provided that the HRA may not be used to reimburse the **employee** for any premium or contribution under The Plan for Group Insurance or otherwise, including any Annual Employee Contributions.
2. To the extent there is a positive balance in an **employee’s** HRA after the 2013 plan year, the **employee** may continue to incur and receive reimbursement from the HRA **for eligible expenses incurred on or before December 31, 2019**, until the balance in such notional account is zero. **To the extent an employee maintains a positive balance after December 31, 2019, such amount shall be forfeited.**
3. If the **employee** terminates employment for any reason other than Retirement (as defined under the Pension Plan), claims incurred after the date of termination will not be eligible for reimbursement. Claims incurred before termination but not paid shall be eligible for reimbursement for three months following the date of termination. Any remaining balance after the run off period will be forfeited, unless the **employee** elects continued coverage under COBRA.
4. Upon the death of an **employee**, the remaining balance of his or her HRA account shall be used to reimburse claims incurred before the **employee’s** death for eligible medical expenses of the **employee** or his or her IRS tax dependents. Claims incurred before the **employee’s** death but not paid shall be eligible for reimbursement for three months following the date of death. Any remaining balance after the run off period will be forfeited, unless the surviving IRS tax dependent elects continued coverage under COBRA. In the event an **employee**

is on a leave of absence, he or she shall continue to be eligible for credits to and reimbursements from the HRA in the same manner as an eligible **employee** who is not on a leave of absence.

5. The Company will have the sole and exclusive right to determine and implement applicable administrative details with respect to the HRAs, which include, without limitation, claims processing procedures, communications, and establishment of applicable COBRA rates. The HRAs will be established and operated in accordance with IRS guidance and applicable law.
6. **This Memorandum of Agreement is effective on August 5, 2018, and shall expire on August 6, 2022. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate August 6, 2022, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.**

FRONTIER SOUTHWEST
INCORPORATED

COMMUNICATIONS WORKERS OF
AMERICA

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

HEARING AID BENEFIT

1. **Frontier** Southwest Incorporated and Communications Workers of America agree to continue offering the Hearing Aid Benefit set forth in this Memorandum of Agreement to employees who are enrolled in the sponsored Medical Plan.
2. The hearing aid benefit will provide coverage for expenses for a hearing examination by a licensed audiologist or physician, the hearing aid device, molds, repairs, hearing aid check and batteries. The maximum reimbursement under this benefit is \$1,000 per covered individual every twenty-four (24) months. The benefit is not subject to deductible, co-pays or R&C and there are no separate maximums for any in or out of network expenses. Hearing aids are covered for all hearing impairments that are a result of birth defect, illness, accident and/or injury and progressive loss of hearing. Replacement and repair of hearing aids are covered unless due to misuse or loss.
3. The selection of the administrator, the administration of the Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company. No matter concerning the Hearing Aid Benefit or any difference thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.
4. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Hearing Aid Benefit, shall also terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

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MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

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COMMUNICATIONS WORKERS OF AMERICA

HOME DISPATCH

Frontier Southwest Incorporated and Communications Workers of America agree to continue the Home Dispatch Program which will operate under the following provisions.

1. The Company shall determine the eligible job classifications and work groups. The 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 thirteen (13) weeks.
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) which serves as their headquarters location. 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 headquarters location to the first job site or return to their headquarters location from the last job site.
4. Employees who participate will be furnished a Company vehicle for travel to and from work. These vehicles will be used only for business purposes. Travel to and from home shall not be paid.
5. Employees must live within thirty-five (35) miles of their headquarters locations to be eligible to participate in the Home Dispatch Program. Should the employee live beyond the thirty-five (35) mile limit, the employee and the Company may find suitable parking for the vehicle within the thirty-five (35) mile limit.
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 judgement 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 3, Grievance Procedure.

9. The Company will be responsible for providing all insurance coverage for participating employees and their assigned Company vehicle just as it does for other Company employees and vehicles during normal working hours.
10. Should an employee's headquarters location change after implementation of the Home Dispatch Program, the affected employee(s) will have the option to discontinue participation in the program during the thirteen-(13) week minimum participation period.
11. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
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FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

HOURLY SAVINGS PLAN (HSP)

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

6. In the event any portion of this Agreement is determined by a court or government agency to be in violation of existing law or is voided by a change in existing laws, the Company retains the unilateral right to make whatever modifications it deems necessary and appropriate to comply with the law, including the right to rescind the Agreement, if it deems no such modification is feasible. The Company shall have no obligation to bargain or negotiate with the Union in the event that this Agreement is modified or eliminated or in the event the Company does not implement any or all of the provisions of this Agreement because it does not receive Internal Revenue Service approval, any or all of these plans are deemed not qualified, or because of a change in existing laws.

7. The HSP will be administered solely in accordance with its provisions and no matter concerning the HSP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement but rather shall be governed by the terms and conditions of the HSP and the interpretation of the HSP Committee.

8. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

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MEMORANDUM OF AGREEMENT

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FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

HOURLY SAVINGS PLAN COMPANY CONTRIBUTIONS

Hourly Savings Plan (HSP) Contributions for non-Pension New Hires

For eligible associates covered by this Agreement other than “Pension New Hires” as defined below, the Company and the Union agree to continue the company matching contribution of 82 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay, to the Hourly Savings Plan (HSP).

HSP Contributions for Pension New Hires

The following provisions apply only to associates who are covered by this Agreement, who are first hired as union-represented associates on or after August 1, 2013, and who are not eligible to earn pension benefits (“Pension New Hires”). No other associates covered by this Agreement will be entitled to the increased Company matching contributions or the Discretionary Contributions described below.

The Company will amend the HSP effective August 1, 2013 to increase Company matching contributions for the balance of the **2018, 2019, 2020, 2021 and 2022** plan years to 100% of the eligible contributions of each Pension New Hire Agreement up to 6% of eligible compensation.

The Company will also amend the HSP effective August 1, 2013 to permit an additional performance-related, discretionary Company contribution for the balance of the **2018, 2019, 2020, 2021 and 2022** plan years (“Discretionary Contribution”) for Pension New Hires, subject to the additional requirements described below. An eligible associate would not have to contribute to the HSP to be eligible for the Discretionary Contribution. Eligible associates would have to be employed as eligible associates on the last day of the plan year to be eligible for the Discretionary Contribution. The Discretionary Contribution would be between 0-3% of eligible compensation actually paid during the plan year to each such eligible associate and would be set at the same percentage as the performance-related contribution for wireline management employees under the management savings plan for the same plan year. The Discretionary Contribution would be made in cash.

Discretionary Contributions would not be available for in-service withdrawal, and they would be subject to the same vesting schedule as Company matching contributions.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

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MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

INCOME SECURITY PLAN (ISP)

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

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

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

However, the Company reserves the right to apply this Plan to any surplus in force, whether or not it is brought about by technological change, that the Company deems appropriate. All elections shall be voluntary and acceptance by the Company will be in order of seniority.

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

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

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

5. Employees eligible for ISP Termination Allowance in accordance with Section 2 will receive a lump sum payment for the entire amount of the ISP Termination Allowance paid in the month following the month in which the employee leaves the service of the Company.
6. Re-employed employees must complete one (1) full year of accredited service with the Company before coming eligible again for termination benefits. Those employees who have previously received termination benefits of any kind shall be eligible for ISP Termination Pay benefits based on their most recent date of hire in lieu of their accredited service date as outlined in paragraphs 4 A and B above.
7. All benefits payable under the Plan are subject to legally required deductions.
8. Termination benefits shall not be made if the termination is the result of any sale or other disposition by the Company of the exchange or office at which the employee is working or from which the employee is assigned to work, when the employee is continued in the employment of the new management of the exchange or office.
9. An employee's election to leave the service of the Company and receive termination pay benefits must be in writing and transmitted to the Company within fourteen (14)

calendar days from the date of the Company's offer in order to be effective, and it may not be revoked after such fourteen (14) calendar day period.

10. This Agreement will be implemented prior to invoking the provisions of Article 17, Force Adjustment, of the Collective Bargaining Agreement, when conditions set forth in Section 1 of this Agreement exist as determined by the Company.
11. Neither the right to effect a technological change, the determination of a surplus condition, eligibility for participation in the Plan, nor any part of this Plan or Agreement shall be subject to the grievance/arbitration procedure of the Collective Bargaining Agreement.
12. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

LANGUAGE ASSISTANCE RETAIL SALES CONSULTANT

Frontier Southwest Incorporated and Communications Workers of America agree to the following.

1. This title will be responsible for the direct sale of telephone equipment, telecommunication products/accessories and network services to residential and business customers. This position requires the ability to converse fluently with English and Spanish speaking customers.
2. The title will be placed on wage schedule SC of the current Collective Bargaining Agreement.
3. These positions will be filled according to the Job Applications Procedures outlined in Article 12. Candidates for these positions will be required to pass appropriate testing for the position as determined by management.
4. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement shall also terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

Between

Frontier Southwest Incorporated

And

COMMUNICATIONS WORKERS OF AMERICA

LONG TERM DISABILITY (LTD)

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

1. Regular full-time employees are eligible to participate in the LTD plan, subject to the following requirements:
 - Coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later
 - Enrollment during the first ninety (90) days of employment (new hires)
 - Enrollment during the initial Company-designated enrollment period (incumbents with ninety (90) days of continuous employment)
 - Enrollment during periods not mentioned and/or when opting up or increasing the LTD benefit level additionally require regular full-time employees to submit evidence of good health at their expense and approval by the Plan Administrator
 - The disability is not caused by participation in an assault, crime or illegal occupation, an intentionally self-inflicted injury, war or act of war
 - The disability does not result from Pre-existing Conditions that existed within ninety (90) days before the date LTD coverage began. Coverage for Pre-existing Conditions begins twelve (12) months after the coverage effective date
 - The contributions are continuously paid following enrollment
2. The cost of the LTD plan coverage will be paid by the employee. Contributions for coverage may change from time to time. Should this occur, the Company agrees to notify the Union in writing, within fifteen (15) calendar days prior to the date of modification, specifying the cause for any change in the contribution rate.
3. The LTD plan shall pay monthly benefits as follows:
 - Up to 50% of the employee's basic monthly earnings, up to a maximum of \$3,000 per month, or

- Up to 60% of the employee's basic monthly earnings, up to a maximum of \$5,000 per month

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

- A. The employee must apply for primary and dependent (if applicable) Social Security disability benefits.
- B. Plan benefits are not payable for any period of disability during which the employee refuses or fails to apply for Social Security disability benefits or to appeal any denied claim for Social Security benefits.

4. Benefits will be paid, provided the Plan is in force, if eligible employees have been continuously and totally disabled, under the care of a physician and absent from work for twenty-six (26) weeks or if the disability has resulted in twenty-six (26) weeks of absence during a period of fifty-two (52) consecutive weeks and the eligible employees have been under the care of a physician.

- Monthly benefits will be paid for eighteen (18) months, if the disability prevents eligible employees from performing their regular work or an alternative occupation with similar earning potential
- Monthly benefits will be paid following this eighteen (18) month period, if the disability prevents eligible employees from performing any work for which they are otherwise qualified to perform
- If eligible employees become disabled prior to age sixty (60), benefits will be paid up to their 65th birthday
- If eligible employees become disabled on or after age sixty (60), benefits will be paid according to the following schedule:

<u>Age of Disability</u>	<u>Benefits Paid to Age</u>
60	65
61	66
62	67
63	68
64	69
65	70
66	70
67	70
68	71
69	72
70	72

71	72.5
72	73.5
73	74.5
74	75.5
75+	For 1 year

- Disabilities as a result of a mental health disorder, alcoholism or drug addiction, will generally result in monthly LTD benefits for no longer than twelve (12) months.
5. During the period LTD benefits are paid, eligible employees will continue to receive life, medical and dental insurance coverage in accordance with the Collective Bargaining Agreement between **Frontier** Southwest Incorporated and Communications Workers of America. If an employee who is receiving LTD benefits becomes eligible for Medicare, they will be required to enroll in a medical plan that coordinates with Medicare. Accredited Service will be applied toward eligible employees' pension calculations until the disability benefits end or the eligible employee retires, quits or dies.
 6. The amount and availability of benefits under the LTD Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the LTD Plan, selection of the insurance carrier, eligibility for the benefits, cost of coverage, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the Collective Bargaining Agreement.
 7. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the Long-Term Disability Plan, shall terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

LUMP SUM PAYMENT OPTION

1. **Frontier** Southwest Incorporated and Communications Workers of America agree to continue the lump sum option under the Plan for Hourly Employees' Pensions (hereinafter referred to as the Plan).
2. Regular employees who are eligible to receive a single life annuity from the Plan will be provided a lump sum payment option which will be based on the present value of their single life annuity.
3. The amount and availability of benefits under the Plan are governed by the provisions of the Plan and are subject to the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the Plan in effect at the time regular employees separate from service. The operation and administration of the Plan, the calculation of the lump sum benefit, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Plan shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.
4. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the lump sum payment option, shall terminate August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
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AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
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FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

MAIL ORDER PRESCRIPTION PLAN (MOPP)

1. **Frontier** Southwest Incorporated and Communications Workers of America agree to continue the provisions of the Mail Order Prescription Plan (MOPP) to employees and their eligible dependents enrolled in the sponsored Medical Plan.
2. Employees and dependents currently covered under the sponsored medical plan will be eligible to participate in the Mail Order Prescription Plan. Once employees (who are covered under the sponsored medical plan) retire, they and their eligible dependents may continue to participate in this Mail Order Prescription Plan on the same basis as active employees.
3. MOPP will be administered solely in accordance with its provisions, and no matter concerning MOPP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the MOPP Carrier, the administration of MOPP and all of the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, or administration shall be determined by and at the sole discretion of the Company.
4. The Company shall have the right to amend MOPP in any way, including the selection of the MOPP Carrier. However, any amendment diminishing the level of benefits contained in this Memorandum of Agreement or increasing the cost per prescription to the employee/dependent will be limited to those changes applicable to salaried employees.
5. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Mail Order Prescription Plan, shall also terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
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**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

NATIONAL SALES INCENTIVE COMPENSATION PLAN

1. **Frontier** Southwest Incorporated and Communications Workers of America agree to continue the National Sales Incentive Compensation Plan set forth in this Memorandum of Agreement.
2. For a summary of details, refer to the National Sales Incentive Compensation Plan and the **Frontier** Sales Incentive Compensation Plan Guidelines.
3. National Sales may at any time modify, in whole or in part, the provisions of the Plan. National Sales may at any time modify plan components, weightings, objectives, product line categories, qualifiers and thresholds as business needs may dictate. Any modification shall not affect sales commissions already earned under this Plan.
4. The Company agrees to meet with the Union which may include a CWA Staff Representative and the Local President and/or their designees at periodic intervals to review the Plan(s). It is understood that these meetings are not intended to be negotiation sessions, but rather information sharing sessions to provide a better understanding of the Plan(s).
5. The Incentive Compensation Plan shall not be subject to the grievance and arbitration procedure outlined in the Collective Bargaining Agreement.
6. This Memorandum of Agreement is effective on the date of ratification unless otherwise specified in this MOA, and shall expire on August 6, 2022. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on August 6, 2022 and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

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

The methodology for up-front quota adjustments includes the following:

(1) Calculate time away from job.

Available hours less:

- Holidays
- Personal/Floating Holidays
- Training hours
- Vacation
- Other time away from job

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

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

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

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

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

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

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

NETWORK ASSISTANT

Frontier Southwest Incorporated and Communications Workers of America agree to the following:

1. The title of Network Assistant will be responsible for providing assistance to the central office based CZT I switch technician in the installation, operation, and maintenance of communications equipment such as digital and analog carrier and switching systems, microwave and associated equipment, trunking equipment, fiber optics systems, alarm systems, test equipment, etc. Also responsible for providing assistance in the repair of such equipment and systems.
2. This title is intended to be an entry level developmental position for new direct hires or existing employees that wish to be “ready now” candidates for central office based CZT I technical positions within Network Operations. Employees in this title shall be awarded the respective higher classification automatically, should the time in the Network Assistant title exceed a maximum of twenty-four (24) consecutive months of accredited service, and, the employee has successfully completed all appropriate training, CZT I prerequisite testing, and performance requirements. Staffing of the Network Assistant title is intended for workforce augmentation and not as a substitute for CO based CZT I replacement openings. An employee in the Network Assistant title will be afforded no more than two (2) opportunities to successfully complete the prerequisite CZT I testing in order to be placed in the higher classification. Provisions for those employees that are unsuccessful in meeting expectations as outlined are detailed in item 4 of this document.
3. Employees in the Network Assistant title will be placed in Wage Schedule E. Since this title is intended to be a developmental position, employees in the Network Assistant title may not bid on other job opportunities, unless they are subject to force adjustment. Upon successful completion of all training, testing, and performance requirements, and the passing of the required tests for the CZT I position, the employee will be awarded the position of central office based Customer Zone Technician I. The location will be determined by the company with input from the employee, based upon availability and service requirements.
4. If an employee in the Network Assistant title is a direct hire and is unable to successfully meet expectations as outlined, the employee will be released from employment with the Company. Employees released as outlined in the forgoing will have no recourse through the grievance and/or arbitration process as outlined in the Collective Bargaining Agreement.

An existing employee who accepts the Network Assistant title and is unsuccessful in meeting expectations as outlined, shall be returned to their previous position and reporting location, if available. Should the previous position not be available for any reason, the employee may be placed into any other vacancy for which he/she is qualified as determined by the Company. Being qualified includes successfully passing any required job test associated with the position. Should the employee be unsuccessful in obtaining a position, the employee will be released from the Company.

5. Network Assistant positions will be filled according to the Job Application Procedures outlined in Article 12. Candidates for these positions will be required to pass appropriate testing for this position, as determined by **Frontier**.
6. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

NEUTRALITY AND CONSENT ELECTION

This Agreement between Company and the Union covers all understandings between the parties concerning union organizing; access to employees and code of conduct applicable to union organizing efforts.

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

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

1. Employee Choice

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

2. Neutrality

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

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

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

3. Rules

The procedures to be followed are listed below:

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

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

4. Time Bound

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

5. Informed Decision

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

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

6. Free from Coercion

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

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

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

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

7. Access Agreement

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

eventful access. However, an uneventful access, such as a prearranged meeting with an individual employee, will not be affected.

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

8. Dispute Resolution

- (a) Questions or disputes arising during the course of an organizing effort within a particular unit of non-represented employees will, in all cases, be addressed first by and between the parties themselves and, in particular, Labor Relations Staff in conjunction with local **Frontier** management and appropriate CWA representatives. It is the intent and desire of **Frontier** and the CWA that such matters are dealt with by and between the parties themselves, particularly at the local level, without having to resort to the assistance of a third party. It is also agreed, however, that if every good faith and reasonable effort has been made, but the matter unresolved, the process described below will be utilized.
- (b) The TPN will resolve disputes in the manner set forth in this Agreement. Either **Frontier** or the CWA can refer a question or dispute, unresolved after good faith efforts have been made to resolve the dispute locally, to the chosen TPN by providing three working days' written notice to both the other party and the TPN. The notice will provide concise statement of the question or dispute to be addressed and a statement that the parties have attempted in good faith but have been unable to resolve the matter by and between them.
- (c) If the question or dispute involves a matter related to access (i.e., the nature, event, time, location, individuals involved, etc.) the TPN will fully investigate all relevant facts surrounding the question or dispute. The TPN will then call the parties together and attempt to facilitate resolution of or otherwise mediate the matter.

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

- (d) If the dispute involves the appropriateness of the bargaining unit the Union seeks to organize and the parties are unable to agree, after negotiating in good faith for a reasonable time, upon the description of an appropriate unit for bargaining, the issue of the description of such unit shall be submitted to TPN and a hearing shall be conducted consistent

with the rules of the American Arbitration Association. The TPN shall be confined solely to the determination of the appropriate unit for bargaining and shall be guided in such deliberations by the statutory requirements of the National Labor Relations Act and the decisions of the NLRB and Appellate reviews of such Board decisions.

- (e) Regardless of the type of question or dispute that is submitted to the TPN, the parties will each be given a full opportunity to present their positions and supporting factual information prior to the issuance of any opinion. No written briefs will be submitted. There shall be no ex parte contact with the TPN without the concurrence of all parties. **Frontier** and CWA believe that matters pertaining to these values are best handled by and between the parties themselves and resort to a TPN should be necessary in only a limited number of cases.

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

- (f) The parties agree that the process set forth herein shall be the exclusive means for resolving disputes covered by this dispute resolution process, and neither party will utilize any other forum (e.g. NLRB, federal court, etc.) to address issues subject to resolution pursuant to this process.
- (g) All expenses, resulting from the use of the TPN process, shall be split equally by **Frontier** and CWA.

9. Acquisitions and Ventures

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

10. **This Memorandum of Agreement is effective on August 5, 2018, and shall expire on August 6, 2022.**

The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on August 6, 2022, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

NON-PRECEDENT SETTING AGREEMENT

Frontier Southwest Incorporated (**Frontier** SW) and Communications Workers of America (CWA) agree to continue a non-precedent setting arrangement for grievances heard at the first step of the grievance procedure.

1. The resolution of these grievances shall not be binding on either party and cannot be used as precedent-setting examples in future disputes between the Company and the Union.
2. This Memorandum of Agreement is not intended to circumvent existing contract language but is intended to allow for an increased problem-solving environment on those issues which are more localized in nature.
3. The Company and the Union agree that this Agreement is not intended to encourage the filing of grievances but is intended to encourage and reinforce a problem-solving environment in the day-to-day relationships between the parties.
4. This Memorandum of Agreement is effective August 16, 2001, and may be terminated by either party with a thirty (30) day written notification to the other.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

ON-CALL PREMIUM PAY

Frontier Southwest Incorporated and Communications Workers of America agree to continue the following On-Call guidelines:

1. Management will utilize the on-call plan to primarily respond to the following customer service issues:
 - Switch/Processor Outages
 - Single Line Business Outages
 - Direct Management of Quality (DMOQ) – Customer Lines of Business
 - Toll Degradation and Isolations
 - Government Accounts
 - Top 50 Southwest Company Accounts
 - E-911 Services
 - Emergency Services
 - Acts of God
 - Public and Health Emergencies

Construction personnel would not normally be required to hold themselves available for on-call schedules.

2. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

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FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

PENSION BENEFITS

The **Frontier** Southwest Incorporated Plan for Hourly-Paid Employees' Pensions (the "Pension Plan") will be amended with respect to associates covered by this 2013 MOA, as follows:

1. Any associate who is first hired as a union-represented associate on or after August 1, 2013 ("Pension New Hire") will not be eligible to participate in the Pension Plan. Any associate who returns from layoff on or after August 1, 2013 pursuant to contractual recall rights, other than a Pension New Hire, will be eligible to continue participation in the Pension Plan as of the date of recall, subject to the Pension Plan changes described in this MOA.
2. Pension benefits will be subject to a transition on September 1, 2013 ("Transition Date"), as described below in paragraphs a and b (if applicable) and c (if applicable).
 - a. An associate's pension until the Transition Date will be referred to as the "A" benefit. The A benefit will be calculated and finally determined and fixed based on the pension formula and the associate's service and compensation, all in effect as of the Transition Date. Immediately after the Transition Date, eligible associates will continue to earn pension benefits. The benefits earned after the Transition Date will be referred to as the "B" benefit. The B benefit will be calculated based on (i) an associate's eligible service after the Transition Date, and (ii) an associate's applicable compensation under the pension formula finally determined and fixed as of the Transition Date. Contingent upon ratification on or before April 24, 2013 of the 2013 Proposal for Settlement, for promotions after ratification, there will be a special rule for both the "A" and the "B" benefit. If an associate is promoted to a higher wage schedule after ratification and during the term of this April 9, 2013 Proposal for Settlement, then once the associate has remained in a higher wage schedule for 24 months following the effective date of the promotion, the associate's applicable compensation under the pension formula finally determined and fixed as of the Transition Date will be increased by 6%.
 - b. Contingent upon ratification on or before April 24, 2013 of the 2013 Proposal for Settlement the following will apply: Special Rule for Associates with Fewer Than 60 Months of Pension Compensation as of the Transition Date. For associates with fewer than 60 months of pension compensation as of the Transition Date, the calculation of the finally determined and fixed applicable compensation under the pension formula will be subject to a special rule for both "A" and "B" benefit. The finally determined and fixed pension compensation will be calculated effective as of the Transition Date by recognizing (i) scheduled progression increases in the

basic wage rate under the applicable wage progression schedule and (ii) the monthly average of the applicable pension compensation (exclusive of basic wages) as of the Transition Date. With respect to both (i) and (ii) in the preceding sentence this special rule will only apply for the period of time necessary to permit each associate covered by this special rule to have 60 months of pension compensation. Other than the adjustments in (i) and (ii), this calculation will not take into account scheduled annual general wage increases or any other items of actual compensation (e.g., sales bonuses and commissions, any before tax contributions made to a 401(k) plan and any team-oriented short-term incentives) on or after the Transition Date.

- c. Also contingent upon ratification on or before April 24, 2013 of the 2013 Proposal for Settlement the following will apply. The associates identified on the attachment hereto, all of whom have more than 60 months of pension compensation but are expected to be in the wage progression schedule as of the Transition Date, will be subject to a special “roll forward” determination of their finally determined and fixed pension compensation as of the Transition Date. The finally determined and fixed pension compensation will be calculated effective as of the Transition Date by recognizing (i) scheduled progression increases in the basic wage rate under the applicable wage progression schedule until the end of the month in which the associate has attained the highest wage progression and (ii) the monthly average of the applicable pension compensation (exclusive of basic wages) as of the Transition Date for the same months to which the roll forward in (i) applies. With respect to both (i) and (ii) in the preceding sentence, this special roll forward determination will only apply until the end of the month in which each associate covered by this special determination attains the highest wage progression in the applicable wage progression schedule, and then that month will define the end of the 60 months of pension compensation for the associate. This calculation of the finally determined and fixed compensation under the pension formula will be used for both the “A” and “B” benefit in paragraph 2(a) above. Other than the adjustments in (i) and (ii), this calculation will not take into account scheduled annual general wage increases or any other items of actual compensation (e.g., sales bonuses and commissions, any before tax contributions made to a 401(k) plan and any team-oriented short-term incentives) on or after the Transition Date.

Except as noted above, this Memorandum of Agreement is effective on the date of ratification unless otherwise specified in this MOA, and shall expire on August 6, 2022 and shall not survive the expiration of the Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

Associates Covered by Paragraph 2c

Name

Wilfrido Ramos
Thomas Rennels

Note: If an associate with 60 months or more of pension compensation is promoted to a higher wage schedule between and including April 9, 2013 and April 24, 2013 and will be in the wage progression schedule as of the Transition Date such associate will be added to the list above.

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

PENSION PLANS – PENSION MINIMUMS

1. **Frontier** Southwest Incorporated and Communications Workers of America agree to the provisions of the Plan for Hourly Employees' Pensions.
2. Subject to the new Memorandum of Agreement entitled Pension Benefits, dated April 9, 2013 the following provisions continue to be in place:

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

3. This Agreement shall become effective as of the date of ratification unless otherwise specified in this MOA, and shall remain in effect until midnight, August 6, 2016, and shall automatically continue in full force and effect thereafter until terminated, or amended, in accordance with the following procedure:

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

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

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

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and

COMMUNICATIONS WORKERS OF AMERICA

PENSION PLAN SURVIVOR BENEFITS

1. **Frontier** Southwest Incorporated and Communications Workers of America agree to continue the Plan for Hourly Employees' Pensions.
2. The pre-retirement survivor pension benefit provisions of the Pension Plan provides a pre-retirement survivor pension benefit for an employee who dies, either during active service or prior to commencing a pension benefit, at a time when he or she is unmarried and has accrued at least five years of vesting service.
3. An unmarried employee may, at any time prior to commencing a pension benefit or dying, designate any living person as the designated beneficiary for the pre-retirement survivor pension benefit. The employee may likewise revise the beneficiary designation at any one or more times prior to commencing a pension benefit or dying. A valid beneficiary designation must be on file for the pre-retirement survivor benefit to be paid.
4. For married employees, the spouse will automatically be considered the beneficiary. However, subject to the requirements regarding non-spouse beneficiaries and with spousal consent, a married employee may name a beneficiary other than the spouse. A single individual must be named as beneficiary; an estate or trust may not be named, nor may multiple individuals.
5. Subject to the provisions of the Plan regarding when the benefit is payable, the pre-retirement survivor pension may be distributed as a 65% survivor annuity, or the lump sum equivalent, based upon the beneficiary's election. However, if the beneficiary is not the participant's spouse and is more than 25 years younger than the participant, the survivor benefit will be the 50% survivor annuity or the lump sum equivalent.
6. If a vested employee terminates employment on or after the effective date, the named survivor will be eligible for the survivor pension payable on the date the employee would have reached the age 65. An actuarially reduced benefit may be payable before age 65 if the vested employee would have been eligible for an earlier commencement.
7. In addition, the Pension Plan allows an employee, at the time of commencing a pension benefit, to designate any living person as the beneficiary for any of the forms of joint and survivor annuity offered under the Pension Plan or any of the term-certain forms of benefit. In the case of an employee who is married at the time of commencing a pension, the employee may not designate any beneficiary other than the spouse without complying with the spousal consent rules of the Plan.

8. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
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Rick A. Carpenter
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CWA Representative

Date

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between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

PERSONAL LINES OF INSURANCE

1. **Frontier** Southwest Incorporated agrees to continue, without endorsement, the opportunity for regular full-time or part-time hourly employees of the Company who are covered by the Collective Bargaining Agreement to purchase automobile, home and other personal property and casualty insurance through payroll deduction.
2. Personal Lines of Insurance will be administered solely in accordance with its provisions, and no matter concerning Personal Lines of Insurance or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of Personal Lines of Insurance and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.
3. The Company reserves the right at any time, and from time to time, to modify or amend in whole or part, any and all provisions of the agreement with the Insurance Carrier, to change Insurance Carriers, or to terminate the agreement with the Insurance Carrier.
4. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including Personal Lines of Insurance, shall also terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

Between

FRONTIER SOUTHWEST INCORPORATED

And

COMMUNICATIONS WORKERS OF AMERICA

PRESCRIPTION IDENTIFICATION CARD (PIC)

1. **Frontier** Southwest Incorporated and Communications Workers of America agree to extend the provisions of the Prescription Identification Card (PIC) Plan to employees and their eligible dependents enrolled in the sponsored Medical Plan.
2. Once employees who are covered by the sponsored medical plan retire, they and their eligible dependents may continue to participate in this PIC plan on the same basis as active employees, as long as they remain enrolled in the sponsored medical plan.
3. PIC will be administered solely in accordance with its provisions and no matter concerning PIC or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the PIC carrier, the administration of PIC and all of the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, or administration shall be determined by and at the sole discretion of the Company.
4. The Company shall have the right to amend PIC in any way, including the selection of the PIC carrier. However, any amendment diminishing the level of benefits contained in this Memorandum of Agreement or increasing the cost per prescription to the employee/dependent will be limited to those changes applicable to salaried employees.
5. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Prescription Identification Card, shall also terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Frontier Southwest Incorporated

Communications Workers of America

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

PRINCIPLES FOR THE ASSIGNMENT OF WORK

To better enable the Company to meet its ever increasing competitive challenges, the Company needs the operational flexibility to improve the customer experience by utilizing a “single tech out” approach to assigning work, as it currently does in all other Frontier locations.

1. In assigning work to employees, the primary objective is to utilize all employees in a common sense manner to complete work, wherever possible, in a single dispatch or work assignment.
 - a) It is recognized, however, that each job classification has its own set of primary job duties and functions (work jurisdiction) and that work is dispatched or assigned based on those primary areas of work jurisdiction.

2. Accordingly, when an employee is assigned work within his or her job classification, and it is necessary, in order to complete that entire job or work assignment, for the employee to perform work outside of his or her classification, the employee may perform (or be assigned to perform) any of the associated out-of-classification work, provided the employee has, in the Company’s judgment, the training, experience, qualifications, and/or equipment needed to safely complete the entire job in a single dispatch or work assignment.
 - a) Employees are expected to continue the practice of notifying their supervisor if they believe they are unable to safely complete an entire job in a single dispatch or work assignment due to unsafe conditions or due to lack of experience, qualifications and/or equipment.

3. In situations where this requires an employee to perform the work of a higher classification in order to complete a job within his or her primary jurisdiction, the pay treatment shall be in accord with Article 13, Section 3 of the parties “core” Agreement.

FRONTIER SOUTHWEST
INCORPORATED

COMMUNICATIONS WORKERS OF
AMERICA

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

RELOCATION ALLOWANCES

Frontier Southwest Incorporated and Communications Workers of America agree to the following relocation allowance provisions as set forth in this Memorandum of Agreement, which may be granted in lieu of the provisions of Article 12 of the Agreement between **Frontier** Southwest Incorporated and Communications Workers of America.

1. A lump sum relocation allowance of \$5,000, grossed up, may be considered if the following criteria are met:
 - a) The relocation is a result of a consolidation or movement of work centers.
 - b) The relocation of the work center is in excess of 50 (fifty) miles.
 - c) The employee is relocating to approximately the same job classification.
2. Employee eligibility for the lump sum relocation allowance shall be determined by the Company, subject to the following:
 - a) The provisions of Article 12, Section 2, Job Application Procedures, Article 16, Section 2, Seniority, and Article 17 Force Adjustment, of the Agreement, which provides for consideration of seniority.
 - b) The employee must possess the training and/or experience established in the selection criteria.
 - c) The employee relocates their primary residence in excess of 50 (fifty) miles.
3. If an eligible employee makes a decision not to relocate, or subsequently terminates employment with **Frontier** within one (1) year after completion of the move (except for employees who are terminated as a result of Article 17 of the Agreement), the lump sum relocation allowance of \$5,000 shall be repaid to the Company in full.
4. Employees who receive the lump sum relocation allowance waive any other relocation assistance provided by the Agreement. If relocation expenses do not exceed the lump sum amount, the Company will not require employees to return the remaining balance. In accepting the lump sum relocation allowance, the employee agrees that the Company and the Union assumes no responsibility in connection with any tax responsibilities associated with this allowance. It is understood and agreed that neither

the Company nor the Union nor any of its Officers or Agents shall be held liable in any way by virtue of this Memorandum of Agreement.

5. The provisions of Section 1(c) and Section 2 of this Memorandum of Agreement shall be subject to the grievance and arbitration procedure of the Agreement.
6. The Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**, or may be terminated by either party with a 30-day written notification to the other. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

RETAIL SALES INCENTIVE COMPENSATION PLAN

1. **Frontier** Southwest Incorporated and Communications Workers of America agree to continue the Retail Sales Incentive Compensation Plan set forth in this Memorandum of Agreement.
2. For a summary of details refer to the Retail Sales Incentive Compensation Plan and the **Frontier** Sales Incentive Compensation Plan Guidelines.
3. Retail Sales may at any time modify, in whole or in part, the provisions of the Plan. Retail Sales may at any time modify plan components, weighting, objectives, product line categories, qualifiers, and thresholds as business needs may dictate. Any modification shall not affect sales commission already earned under the Plan.
4. The Company agrees to meet with the Union which may include a CWA Staff Representative and the Local President and/or their designees at periodic intervals to review the Plan(s). It is understood that these meetings are not intended to be negotiation sessions, but rather information sharing sessions to provide a better understanding of the Plan(s).
5. The Incentive Compensation Plan shall not be subject to the grievance and arbitration procedure outlined in the Collective Bargaining Agreement.
6. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

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

Establishing Selling Hours

Selling Hours are defined to include all time assigned on the sales floor, including time in the teller/cashier area. Selling Hours are required for equitable application of individual quota.

Activities such as the following will not count towards Selling Hours:

- formal training,
- off-site meetings,
- Union business and/or company functions in excess of one hour.

Hours not worked due to jury duty, military time or vacation time that has been approved ten (10) days in advance of the posting of the current schedule will not count towards Selling Hours.

Time Away From Work Adjustments

For any time away from work, such as FMLA or absent sick (excused or unexcused) in excess of three (3) consecutive scheduled days, beginning with the fourth day and subsequent days, the Supervisor will adjust the selling hours.

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

RETIREE LIFE INSURANCE

1. **Frontier** Southwest Incorporated and Communications Workers of America agree to make available to employees who retire on or after January 1, 1997, with a service or disability pension under the **Frontier** Southwest Incorporated Pension Plan, a \$5,000 retiree life insurance benefit.
2. Employees who retire on or after July 1, 2002, with a service or disability pension under the **Frontier** Southwest Incorporated Pension Plan, will have available a \$10,000 retiree life insurance benefit.
3. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Retiree Life Insurance benefit, shall also terminate August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

THE VERIZON/GTE COMPANIES

and

COMMUNICATIONS WORKERS OF AMERICA (CWA)

SERVICE AND SENIORITY RECOGNITION

- A. This MOA will be subject to the terms of the Pension Benefits MOA which is incorporated in the respective Collective Bargaining Agreements. Thus, Pension New Hires will not be eligible for pension benefits and any pension provisions of this MOA will not apply to them. The pension changes in applicable CBAs will apply to pension eligible employees subject to this MOA.
- B. SERVICE RECOGNITION
1. Effective with the merger of fGTE and the former Bell Atlantic (fBA) on June 30, 2000, all service will be recognized prospectively at all "affiliate" companies for retirement eligibility and vesting purposes.
 2. Effective January 1, 2002, any service previously recognized by pre-merger fBA for Net Credited Service (NCS) and ERISA Service of at least 1,000 hours will be recognized by the fGTE "affiliate" companies for eligibility and vesting in pension plans (but not for calculation of pension benefits) and for eligibility for health and welfare plans and retiree medical plans.
 3. Effective January 1, 2002, Verizon (fGTE) will recognize service for pension eligibility and vesting purposes (but not for calculation of pension benefits), for eligibility for health and welfare plans, and for retiree medical plans that meets the definition of eligible Portability service as described briefly below:
 - The employee must have been working at a Portability Company on December 31, 1983.
 - The employee had to be a non-supervisory employee (or a supervisory employee with a base pay of \$50,000 or less) on December 31, 1983, and at termination. The pay limit is adjusted monthly for inflation and it is based on the Consumer Price Index (CPI).
 - The employee must not have elected to waive Portability treatment at any point in their career at any company.
 4. Individuals who are subsequently rehired will be eligible for recognition of prior service, as identified in paragraphs 1, 2 and 3 above, upon completion of 1,000 hours of continuous active service.
 5. Employees will have until February 1, 2002, to request a review of prior service – subject to research and verification of employee records. In the

event the employee's request is received after February 1, 2002, bridging will be effective upon verification.

C. SENIORITY RECOGNITION

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

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

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

This Memorandum of Agreement is effective on August 5, 2018, and shall expire on August 6, 2019. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, shall terminate on August 6, 2019, and shall not survive the expiration of the Memorandum of Agreement, unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

**Rick A. Carpenter
Director – Labor Relations**

**Tony Shaffer
CWA Representative**

Date

Date

MEMORANDUM OF AGREEMENT

Between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

SPECIAL PAYMENT FOR FORMAL TRAINING

At management's discretion, qualified employees may be temporarily assigned to provide formal job training to other employee(s) in the same or other classification(s). When this occurs, the employee performing the training will be given a special payment of one dollar (\$1.00) per hour for each full hour such training is performed.

Where an employee is involved in merely explaining and demonstrating the job, in detail, for the benefit of another employee, or explaining its relationship to associated jobs, or answering job related questions, the procedure shall not be considered as formal job training and the training payment will not be applicable.

The training responsibility is not merely explaining the job; it includes directing the employee(s) in the proper procedures, observing the performance and reviewing the results of the work with the employee(s).

This Memorandum of Agreement is effective on the date of ratification unless otherwise specified in this MOA, and shall expire on August 6, 2022 and shall not survive the expiration of the Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

SUPPLEMENTAL TERM LIFE INSURANCE (STL)

1. **Frontier** Southwest Incorporated agrees to continue, without endorsement, the opportunity for employees to enroll in Supplemental Term Life Insurance.
2. For a summary of details refer to the Life Insurance Summary Plan Description (SPD).
3. Supplemental Term Life Insurance will be administered solely in accordance with its provisions, and no matter concerning Supplemental Term Life Insurance or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of Supplemental Term Life Insurance and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.
4. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including Supplemental Term Life Insurance, shall also terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

TELEPHONE CONCESSION

Frontier Southwest Incorporated (**Frontier** SW) and Communications Workers of America (CWA) agree to eliminate the telephone concession payment for employees living in non-**Frontier** (foreign) territory as follows:

1. Effective August 16, 1992, new hires living in non-**Frontier** territory will receive no telephone concession.
2. Effective March 1, 1993, current employees relocating to a new location which is in non-**Frontier** territory shall not be entitled to the telephone concession.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

TESTING

Communications Workers of America (CWA) acknowledges **Frontier** Southwest Incorporated (**Frontier**) may use standardized tests to establish employee qualifications for a job title classification.

1. Validated tests for aptitude, knowledge or skills may be utilized when employees transfer or bid into job title classifications. The Company may use such validated tests to determine qualifications for a job title classification.
2. No bargaining unit employee will be required to take a test(s) to remain qualified for their current job unless a job title classification is significantly altered, merged or amended. It is not the Company's intent to test employees for the sole purpose of removing employees from their current job classification.
3. Bargaining unit employees shall be considered to hold valid passing test scores for the tests required in their current job title classification and shall not be required to take those test(s) to be qualified for another position requiring the same test(s).
4. The current seniority provisions outlined in Article 12, Job Application Procedures, and Article 17, Force Adjustment, will apply. An employee's test score however may preclude consideration for placement under the aforementioned Articles. In situations where force surplus employees are seeking to displace another employee via bumping, the provisions of Article 17, Force Adjustment, will apply.
5. Any such test will be equally applied and administered to all employees covered by the Agreement between **Frontier** and CWA. The form, content, and administration of such tests, provided such tests are reasonably related to the essential functions of the particular job title classification, shall be at the sole discretion of the Company.
6. **Frontier** will meet, discuss and review with appropriate CWA representatives and/or qualified outside consultants, an employee's consensus summary ratings, an employee's percentile scores, and specific standardized test validation information. In agreeing to do so, CWA agrees to ensure the confidentiality of all materials reviewed.
7. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on **August 6, 2022**.

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

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

UNION LEAVE OF ABSENCE

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

5. 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 Southwest Incorporated** and the CWA will immediately negotiate in good faith to provide the most equivalent lawful benefit for **Frontier Southwest Incorporated**-Union employees.

6. **This Memorandum of Agreement is effective on August 5, 2018, and shall expire on August 6, 2022. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on August 6, 2022, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.**

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

VACATION DONATION

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

1. The need to receive donated vacation time must be related to the catastrophic illness or injury of the employee or a member of their immediate family as defined in Article 20, Section 2, Paragraph 2.1.3 or due to an unexpected dire situation.
2. Employees must exhaust all eligible paid time prior to utilizing donated vacation.
3. The maximum number of donated vacation days an employee can receive is twenty (20) days, unless expanded by mutual agreement.
4. Each employee may donate up to the maximum number of days provided for by Company policy. Donating employees must be from the same department as the receiving employee.
5. Once the Company determines that an employee's situation qualifies to receive donated vacation, the Department Manager and local Union Representative will let employees know about the option to donate a vacation day to their coworker. The situation should be handled as discreetly as possible to avoid embarrassment to the employee in need and to avoid coworkers feeling obligated to donate their time.
6. The employee in need cannot personally solicit other employees to donate their vacation.
7. None of the provisions of this Agreement are subject to the grievance or arbitration process.
8. This Agreement can be cancelled by either party with 30 days notice.

This Agreement is effective **August 5, 2018**, and shall remain in effect up to and including August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

VEHICLE MAINTENANCE MECHANIC

VEHICLE MAINTENANCE TECHNICIAN

Frontier Southwest Incorporated and Communications Workers of America agree to the following:

1. Vehicle Maintenance Mechanic and Vehicle Maintenance Technician
 - A. The Company will assess and communicate in these job title classifications the employee's current qualifications for the new classification. The opportunity to prepare for the certification requirement will include Company provided funding for initial testing for the required Automotive Service Excellence (ASE) certifications. The Company will provide funding for the initial retesting for the required ASE certifications.
 - B. Company provided training necessary to prepare for the qualification criteria will be on Company time. Supplemental training sought by the employee through tuition aid will be on the employee's time.
 - C. Employees who qualify will be reclassified to the job title classification of Vehicle Maintenance Mechanic and Vehicle Maintenance Technician as soon as practical.

Vehicle Maintenance Mechanics meeting the Vehicle Maintenance Technician qualification criteria will be reclassified to Vehicle Maintenance Technician.
2. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement Fleet Mechanic and Fleet Technician shall terminate on August 6, **2022**, and shall not survive the expiration of the Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

Memorandum of Agreement

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

VISION PLAN

1. Effective January 1, 2010, **Frontier** Southwest Incorporated and the Communications Workers of America agree to modify the provisions of the Vision Plan set forth in this Memorandum of Agreement.
2. For a summary of details, refer to the attachment entitled Vision Plan Highlights.
3. Some of the major provisions include:
 - No annual deductible
 - Eye exam every twelve (12) months
 - One pair of prescription eyeglasses or contact lenses every twelve (12) months
4. Employees are automatically eligible for the Vision Plan after enrollment in any **Frontier** medical option. If the employee waives **Frontier** medical coverage, the employee will not be enrolled in the Vision Plan.
5. The cost of the Vision Plan coverage will be paid by the Company.
6. The amount and availability of benefits under the Vision Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the Vision Plan, selection of the insurance carrier, eligibility for the benefits, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving Vision Plan terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the Collective Bargaining Agreement.
7. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, 2022.

The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the Vision Plan, shall terminate on August 6, 2022, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

VISION PLAN HIGHLIGHTS

Feature	Participating Provider	Non-participating Provider
Annual Deductible	None	None
Eye Exam (Once every 12 months)	You pay the network provider a \$25 co-payment. No claim filing is required.	You pay the expense in full and file a claim with EyeMed. The Plan reimburses you up to \$42.
Lenses* (Once every 12 months)*	You pay the network provider \$0 co-payment for just lenses.	You pay the expense in full and file a claim with EyeMed. The Plan reimburses you after copay as follows: Single vision - up to \$40 Bifocal – up to \$60 Trifocal – up to \$80 Lenticular – up to \$125 Plan reimburses up to \$60
Standard Progressive Lens	\$65 co-pay	Plan reimburses up to \$60
Premium Progressive Lens	20% off retail price, then apply a \$55 allowance, and you pay the remaining amount.	Plan reimburses up to \$60
Frames* (Once every 12 months)*	100% covered for basic frames (retail value of \$115)	Reimbursement up to \$45. You pay the expense in full and file a claim with EyeMed.
Contact Lenses (Once every 12 months)*		You pay the expense in full and file a claim with EyeMed.
Conventional	\$0 Co-payment, \$105 allowance.	The plan reimburses you up to \$105 after copay
Disposable	\$0 Co-payment, \$105 allowance.	The plan reimburses you up to \$105 after copay
Medically Necessary	\$0 co-payment, plan pays in full	The plan reimburses you up to \$210
Laser Vision Correction	Discounts available.	No discounts available.
* Limited to one pair of prescription eyeglasses or one pair of prescription contact lenses every 12 months.		

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

VOLUNTARY EMPLOYEES BENEFICIARY ASSOCIATION (VEBA)

Frontier Southwest Incorporated (hereinafter referred to as the Company) and the Communications Workers of America (hereinafter referred to as the Union) hereby mutually agree to the establishment of an Internal Revenue Code Section 501 (c) (9) trust (also known as Voluntary Employees Beneficiary Association trust) to provide for the payment of medical or other permissible welfare benefits and administrative service costs ("Retiree Medical Benefits") for eligible employees who retire between August 16, 1992, and August 6, 2022, with a service or disability pension under the GTE Frontier Southwest Incorporated Pension Plan for Hourly Paid Employees and their beneficiaries (hereinafter referred to as the Eligible Participants). This trust is being established to provide benefit security for the term of this Memorandum of Agreement.

1. The funding and operation of this trust will be determined by the Company based on reasonable financial standards (and, where applicable, regulatory approval for recovery).
2. The Company agrees that funds placed into this trust will be used exclusively to pay for the benefits and administrative costs heretofore described below or for any other purpose permitted by law. Notwithstanding any other provision of this MOA, this trust will also be used to pay for retiree medical benefits for employees who retired prior to August 16, 1992.
3. Effective January 1, 1997, the level and type of Retiree Medical Benefits for the Eligible Participants shall be governed by the **Frontier** RETIREE OPTIONS Summary Plan Description, which may be amended or discontinued by the Company at its discretion subject to paragraph 9 below.
4. (a) For retirees not described in paragraph 5 or 6 below, in order to receive Retiree Medical Benefits, the retiree must pay a percentage/amount of the Retiree Medical premium ("Retiree Contribution Percentage/Amount"). Similarly, the Company will pay a percentage/amount of the premium ("Company Contribution Percentage/Amount"), subject to paragraph 6 below. During the term of this Memorandum of Agreement, the Company and retiree Contribution Percentages/Amount will be based on the following contribution schedule:

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

(b) The Company in its discretion may arrange for market based medical plan option(s) not offered by the Company to be made available as an alternative to Company retiree medical plan option(s) for Medicare-eligible participants. In such case, during annual enrollment, Medicare-eligible retirees may elect to obtain medical coverage under a non-Company market based medical plan option or under a Company medical plan option. If a Medicare-eligible retiree elects coverage under a non-Company option for a plan year, the Company Contribution schedule set forth above in 4(a) does not apply to such retiree. Instead, the Company may, in its discretion, establish a Health Reimbursement Arrangement (HRA) for such retiree, and if so the amount of any HRA credit provided by the Company for such plan year will be determined at the discretion of the Company. If a Medicare-eligible retiree elects medical coverage under a non-Company market based medical plan option for a plan year, the retiree may elect medical coverage under a Company medical plan option for a subsequent plan year during the annual enrollment period for such subsequent plan year.

5. (a) Effective August 16, 2009, any employee whose date of hire or rehire is on or after August 16, 2009 and who otherwise did not qualify for any Company-subsidized retiree medical coverage upon his or her initial employment termination (a "New Hire"), shall be eligible for the benefit provisions described below in paragraph 5(b) and (c) upon retirement from the Company.

(b) If a New Hire is eligible for retiree medical coverage under this provision, she or he shall receive upon retirement an annual benefit for medical coverage, for the rest of her or his life, of \$400 for each year of Accredited Service that the New Hire completes (up to a maximum of 30 years).

(c) Once a New Hire retiree becomes eligible for Medicare, the Company's contribution shall be adjusted to reflect the relative cost of such coverage as compared to that for pre-Medicare retirees. In no case, however, shall the amount paid to a Medicare-eligible retiree be less than 50% of the amount paid to a similarly situated pre-Medicare retiree with equal Accredited Service.

(d) The Company in its discretion may arrange for market based medical plan option(s) not offered by the Company to be made available as an alternative to Company retiree medical plan option(s) for Medicare-eligible participants. In such case, during annual enrollment, Medicare-eligible retirees may elect to obtain medical coverage under a non-Company market based medical plan option or under a Company medical plan option. If a Medicare-eligible retiree elects coverage under a non-Company option for a plan year, the annual benefit set forth above in 5(c) does not apply to such retiree. Instead, the Company may, in its discretion, establish a Health Reimbursement Arrangement (HRA) for such retiree, and if so the amount of any HRA credit provided by the Company for such plan

year will be determined at the discretion of the Company. If a Medicare-eligible retiree elects medical coverage under a non-Company market based medical plan option for a plan year, the retiree may elect medical coverage under a Company medical plan option for a subsequent year during the annual enrollment period for such subsequent plan year.

6. (a) The Company shall determine the cost of providing Retiree Medical Coverage (“Retiree Medical Benefits Premiums”). Further, it is the Company’s intention to cap the amount it pays toward such Retiree Medical Benefits Premiums for employees who retire on or after January 1, 1997 and who are not retirees described in paragraph 5.

(b) When the Retiree Medical Benefits Premiums for the \$400 deductible coverage option reach the figures set forth in the chart below (“Capped Retiree Medical Benefits Premium”), the Company Contribution Amount shall be capped and the Company shall make no additional contributions toward Retiree Medical Benefits Premiums.

<u>Coverage Category</u>	<u>Capped Retiree Medical Benefits Premium</u>
Retiree only (primary coverage)	\$11,500
Retiree plus one dependent coverage	\$23,000
Retiree plus 2 or more	\$26,000
Medicare covered retiree (per eligible life)	\$4,900

(c) The Maximum Company Contribution Percentage Amount applicable to each Coverage Category shall be determined by multiplying the applicable Company Contribution Percentage times the Capped Retiree Medical Benefits Premium as set forth above for that coverage. The applicable Maximum Company Contribution Amount shall not increase when the Retiree Medical Benefits Premium exceeds the amount set forth in the chart above.

7. In order to receive Retiree Medical Benefits, for retirees not described in paragraph 5 or 6 above, the retiree must pay the Company the amount the Retiree Medical Premium exceeds the Company Contribution Amount as described in paragraphs 4 and 5 above (“Retiree Contribution Amount”). When the Retiree Medical Benefits Premium reaches or exceeds the Capped Retiree Medical Benefit premium, the retiree must pay the Company the amount the Retiree Medical Benefits Premium exceeds the Maximum Company Contribution Amount.
8. The Capped Retiree Medical Benefits Premium and the Maximum Company Contribution Amount set forth in paragraph 6 above is based upon the \$400 deductible coverage option. If the retiree elects the \$200 deductible coverage option, the Retiree Contribution Amount will increase by the amount the \$200 deductible coverage option exceeds the \$400 deductible coverage option. If the retiree elects the \$1,000 deductible coverage option, the Retiree contribution amount will decrease by the amount the \$1,000 deductible coverage option is less than the \$400 deductible coverage option. When the Retiree Medical Benefit Premiums for the \$400 deductible coverage option reach the amounts set forth in the chart in paragraph 6, the Company Contribution amount for all coverage options, including the \$200 deductible coverage option, and the \$1,000 deductible coverage option, shall be capped at that time and the Company shall make no additional contributions toward Retiree Medical Benefits.

9. The Company agrees to notify the Union and to discuss its actions should the Company determine that the funding or operation of the trust and/or applicable sections of this Memorandum of Agreement, other than pooling of claims experience and those sections relating to the level and type of Retiree Medical Benefits, need to be modified or rescinded prior to the expiration of the Articles of Agreement. This notification will take place, in writing, within fifteen calendar days prior to the date of modification or rescission. This notification will specify the cause for and affect of this action. If the parties are unable to reach agreement on such changes, the funding or operation of the trust and/or applicable sections of this Memorandum of Agreement, other than pooling of claims experience and those sections relating to the level and type of Retiree Medical Benefits, will be modified or rescinded at the Company's discretion.
10. The funding and operation of the trust, the level and administration of the Retiree Medical Benefits; amount or cost of premiums, premium pricing mechanisms; the attainment of the Maximum Company Contribution Amount; the selection of the claims administrator, alternate health carrier or insurance carrier; eligibility for the benefits; all terms and conditions related hereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.
11. This Memorandum of Agreement is effective on the date of ratification unless otherwise specified in this MOA, and shall be in effect for the duration of this Agreement. The parties specifically agree that this Memorandum of Agreement, the Retiree Medical Benefits described herein, and the terms and conditions set forth in this Memorandum of Agreement relating to Retiree Medical Benefits, including but not limited to the Maximum Company Contribution amount and the level and type of Retiree Medical Benefits shall terminate on August 6, 2022, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

FRONTIER SOUTHWEST
INCORPORATED

COMMUNICATIONS WORKERS OF
AMERICA

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

VOLUNTARY LAYOFF LEAVE OF ABSENCE

Frontier Southwest Incorporated and Communications Workers of America agree to the provisions concerning a Voluntary Layoff Leave of Absence set forth in this Memorandum of Agreement.

1. The purpose of a Voluntary Layoff Leave of Absence shall be to provide an alternative method of temporarily adjusting the size of the work force for up to four (4) months in a calendar year. The Voluntary Layoff Leave of Absence would be in lieu of the layoff provisions as provided for in Article 17 of the Collective Bargaining Agreement.
2. The total period of a Voluntary Layoff Leave of Absence will not exceed four months. Voluntary Layoff Leaves of Absence will be offered by seeking volunteers from the affected classification and affected status and reporting location. This will be done at least 30 days prior to the effective date. The decision to offer Voluntary Layoff Leaves of Absence, the time frame or duration of the leave, the number of Voluntary Layoff Leaves of Absence authorized, and the location and the classification/status affected will be at the sole discretion of Management.
3. If the number of volunteers is not sufficient, Management will then layoff the excess remaining employees in accordance with Article 17 of the Collective Bargaining Agreement. If more employees volunteer than needed, Management will allow the most senior of the volunteers to take the Voluntary Layoff Leave of Absence.
4. While on a Voluntary Layoff Leave of Absence, eligible employees shall continue to receive Company paid life insurance, medical/dental insurance and telephone concession benefits to the extent provided to active employees.
5. Employees granted a Voluntary Layoff Leave of Absence prior to year end will be required to take all unused or remaining vacation (or bank if eligible) and personal holiday time prior to the end of the calendar year in which the leave is to begin. In addition, the employees will be required to use all vacation time (or bank if eligible) scheduled during the month(s) of the calendar year in which the Voluntary Layoff Leave of Absence ends.
6. All Voluntary Layoff Leaves of Absence are without pay and are subject to approval by Management. Application for unemployment compensation will not be contested by the Company.

7. This Agreement shall in no way limit Management from utilizing other Company employees to perform work assignments of the nature performed previously by an employee who may be on a Voluntary Layoff Leave of Absence.
8. Upon return to work, employees granted a Voluntary Layoff Leave of Absence shall receive accredited service and seniority for the period of the Voluntary Layoff Leave of Absence.
9. At the end of the approved Voluntary Layoff Leave of Absence, employees will be guaranteed reinstatement to a job within their previous classification and reporting location .
10. Employees are required to return to work on the agreed upon date. Failure to return on the expected return date, for other than a personal compelling reason as determined by Management, will result in termination of employment. Should an employee be unable to return to work due to personal illness or injury and that illness or injury would be covered by the Company's sickness disability benefits, the employee may apply for sickness disability benefits for the remainder of the time that would normally be covered by sickness disability benefits.
11. Reinstatement is subject to any contractual provisions of the Collective Bargaining Agreement which covers adjustments to the work force that may have occurred during the Voluntary Layoff Leave of Absence affected employees.
12. As a condition of Voluntary Layoff Leave of Absence, employees are required to maintain their membership in good standing in the Union, or alternatively arrange to pay to the Union a service fee equal to the amount of membership dues uniformly required for all members of the same status.

This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

VOLUNTARY TERMINATION BONUS

Frontier Southwest Incorporated and Communications Workers of America agree to the following:

1. Any employee who makes a voluntary election to leave the service of the Company pursuant to an Income Security Plan offer made during the life of this agreement and who does separate from the Company pursuant to that offer shall receive a Voluntary Termination Bonus consisting of, as applicable:
 - A lump-sum payment of \$10,000, less taxes and withholdings in addition to the ISP for which the employee is otherwise eligible, and
 - For those not otherwise eligible, six (6) months of continuation medical coverage under the terms of the plan and the employee's coverage in effect at the time of separation.
2. No matter concerning the Voluntary Termination Bonus or differences arising thereunder shall be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.
3. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, 2022. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on August 6, 2022, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM of AGREEMENT
between
FRONTIER SOUTHWEST INCORPORATED
and
COMMUNICATIONS WORKERS OF AMERICA

WAGES

Yr. 1 - GWI Effective Date: 8/24/2018 (retroactive to 8/5/18*)	Yr. 2 - GWI Effective Date: 8/4/2019	Yr. 3 - GWI Effective Date: 8/2/2020	Yr. 4 - GWI Effective Date: 8/8/2021
2.25%	2%	2%	2%

* Provided Ratification occurs on the first vote

EMPLOYEE ANNUAL RECOGNITION (EAR) BONUS

An Employee Annual Recognition (EAR) Bonus of \$700 will be paid upon ratification and \$500 on the first pay period following the ratification anniversary dates in subsequent years 2019, 2020, and 2021 to all employees on the payroll as of July 31 of the applicable year.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

TRIAL AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

WORK AT HOME TRIAL

Frontier Southwest Incorporated, hereinafter referred to as the Company, and Communication Workers of America (CWA), Local 6171, hereinafter referred to as the Union, agree to implement a Work at Home Trial. The Work at Home Trial will be implemented pursuant to the below-stated provisions and will begin on January 1, 2014.

Employee participation in the Work at Home Program is voluntary.

The Company will implement work at home arrangements at one or more locations selected by the Company for each type of work group listed in Paragraph 1, below. The participating associates' wages, benefits coverage and other terms and conditions of employment continue to be governed by the collective bargaining agreement. Associates will be expected to comply with the same rules and policies of the Company with which all associates must comply. During the first year of implementation of the Work at Home Trial, the Company will meet with the Union quarterly to discuss any concerns that may arise. Additional terms, conditions and principles for associates working at home are as follows:

1. The specific job titles and work groups eligible for each work at home arrangement are: Business Customer Representatives and Business Customer Service Representatives in the Business Sales and Billing Center(s); Consumer Sales Consultants and Customer Contact Sales Associates in the Consumer Sales and Service Center(s); Facility Provisioning Specialists in the Assignment Provisioning Center; and Fiber Customer Support Analysts and Fiber Network Technicians in the Fiber Solutions Center.
 - a. The aggregate number of eligible associates who may participate in the Work at Home Program, at any point in time, will not exceed 175.
2. The Company will select associates in the eligible job titles and designated work groups and work location (assigned work Center), by seniority, who have the following qualifications:
 - a. A current overall performance rating of Exceeds Requirements or Meets Requirements;
 - b. At least one-year's experience in the associate's present title and at least one year of net credited service;
 - c. The at-home work location has a room or area where work can be performed without disruption, and has adequate space and sufficient electric power and outlets for all equipment necessary to perform the associate's work;

- d. No deed, lease, condominium or co-op restrictions would be violated by performance of the work at the home residence. The associate is accountable for determining such occupancy/use restrictions; and
 - e. The associate's residence or home must have broadband capability with a minimum of 3 MB upload and 3 MB download bandwidth.
3. The associate's normal reporting location when not working at home will remain unchanged provided the employee would not have been relocated had he or she not taken the work at home assignment. All work schedules will be posted electronically. No payment for mileage or travel time will be made when the associate is directed to report to his/her normal reporting location for meetings with his/her supervisor or training, or when the associate visits the location to pick up work related materials, except that travel time within the associate's scheduled tour will be paid. Regardless of the geographic relationship between this normal reporting location and the work at home location, the associate's Local Union alignment will continue to be controlled by the normal reporting location – not the work at home location. The associate is required to notify his/her manager at least four weeks in advance of any planned change of residence.
 4. The Company will bear the cost of providing a **Frontier** computer with agent image, headset (wired or wireless), and business voice service. All equipment and items provided must only be used for business purposes. To the extent an associate requires an accommodation, the Company will provide equipment and items required by law. All **Frontier** equipment and other materials provided to an associate in connection with the work at home arrangement, and all equipment, materials, correspondence, records, documents, software, promotional materials and other Company property, including all copies, summaries, synopses, or portions thereof, which come into the associate's possession, whether or not created by the associate, and regardless of whether they were received by the associate at his/her residence, will at all times remain the sole and exclusive property of the Company. At any time that the Company requests, and immediately upon the termination of an associate's employment, the associate will return to the Company all such Company property, and will not keep any copies of such Company property. An accepted ISP/EISP volunteer must return all Company property no later than seven days prior to his or her off payroll date otherwise he/she will not receive the ISP/EISP payment until such equipment is returned in working condition.
 5. The work at home arrangement must enable the supervisor to evaluate associate performance, certify the accuracy of time sheets and attendance records and perform other supervisor responsibilities to the same extent as if the participating associate were working at his/her normal reporting location. Associates will be required to: (i) be logged into the Company instant messaging ("IM") system during all work hours, and (ii) send an IM or e-mail to their supervisor at the commencement of their shift in order to be recorded as having timely reported to work. Supervisors will call the associate's home for work related matters and may make announced and unannounced home visits during the associate's scheduled hours. All disciplinary matters will be conducted at the normal reporting location.
 6. The participating associate will be responsible for providing the broadband connection, a quiet and safe work environment, ergonomic furniture, and utilities.
 7. It is the associate's responsibility to use Company equipment in a reasonable and safe manner and to protect Company equipment and software against damage, abuse,

misuse or other violation of existing rules of the Company concerning protection of its property and information. Associates may not use Company equipment, materials, systems or software in any manner or for any purpose that violate Company policies, the **Frontier Code of Business Conduct and Ethics** or federal, state or local laws. Associates will adhere to the Company's policies regarding the protection of Company information from disclosure to third-parties who do not have a need to know such information. No third party, including family or friends, may use Company equipment or software for any reason.

8. Associates will work their full tours, including split tours where such tours are permitted by the existing collective bargaining agreement and will adhere to their work schedules. They will also begin work on time and give their full time and attention to the performance of their job duties. Work at home time will not be spent on dependent care activities. In the event associates need to leave their work positions at times other than scheduled breaks and the lunch hour (e.g., feeling ill), they must first confer with supervision and secure permission. Upon returning to their work positions, associates must inform supervision. If an emergency situation develops requiring immediate action on the part of the associate, he/she should react appropriately and notify supervision as soon as practicable. Upon returning to their work positions, associates must inform supervision. Associates will be expected to communicate to their family members and friends that distractions such as personal telephone calls, visitors and interruptions by children while on duty can be very disruptive to their ability to perform the job, and should be limited to emergencies. During working hours, associates will not be permitted to invite business visitors or social guests of the associate to their residence without the express written authorization of their supervisor. Nothing in this Agreement prohibits an associate from meeting with other employees or Union representatives at the associate's home during the associate's lunch and break times.
9. Associates will be expected to keep their work at home area free from potential hazards and obstructions, and generally to treat it as if it were a primary Company office. If an associate suffers a work-related injury or illness in his/her residence, the associate must report the injury or illness in accordance with Company policy.
10. Associates will be expected to inform supervision expeditiously of the malfunction of any work-at-home equipment. Supervision may require the associate to report to the normal reporting location or other Company work location until malfunctioning equipment is repaired and/or replaced. As per Paragraph 3 above, no payment for mileage or travel time will be made when the associate is directed to report to his/her normal reporting location, except that travel time within the associate's scheduled tour will be paid.
11. Associates may be required to report to Company or non-Company locations for purposes such as supervisor meetings, medical visits, training sessions and policy/practice coverage. If practicable, associates will be given at least 24 hours' notice of such meetings, but no later than noon the day before.
12. Emergency call outs and overtime will be handled as outlined in the applicable collective bargaining agreement. Overtime must be approved in advance by the associate's supervisor or authorized designee, unless an associate is in the process of completing a customer call.

13. Upon thirty days' notice to the Company, an associate may withdraw from and discontinue a work at home arrangement. The Company will provide an associate with fourteen (14) days' notice of a Company decision to remove the associate from a work at home arrangement. Notwithstanding the foregoing, when an associate is removed for performance reasons, including a failure to continue to meet the requirements of the Work at Home Program, or a violation of the **Frontier Code of Business Conduct and Ethics** the associate will be notified no later than noon the day before. Removal for reasons other than performance will be in inverse order of seniority in the employee's job title, work group and assigned work Center location.

14. The Company will designate one work day per month at the associate's normal reporting location. Associates will have the option of working from their normal reporting location or from home on that day. The Company will notify the Union at least 48 hours in advance of the designated date. If requested by the Local Union representative or steward, associates will be permitted on a voluntary basis to meet with the representative or steward on such days. Such meeting will be permitted to occur for up to thirty (30) minutes during normal work time. If requested by the Local Union representative or steward, the Company will permit such meetings to occur for up to forty-five minutes during normal work time during the months of March and September only, on a day designated by the Company. Pay for any such meeting will be limited to the associate(s) participating in the meeting. The Union representative conducting the meeting shall not be paid by the Company for that time. As per Paragraph 3 above, no payment for mileage or travel time will be made when the associate is directed to report to his/her normal reporting location, except that travel time within the associate's scheduled tour will be paid.

15. Alleged violations of this Trial Agreement are subject to the grievance and arbitration procedures of the collective bargaining agreement, except that for Section 2 the only issue that may be grieved or arbitrated is whether the fact of the listed requirements have been met.

This Trial Agreement will be implemented as a trial effective January 1, 2014 and shall expire on the later of August 6, 2022, or the date on which a successor agreement is ratified. The "Work at Home Trial" may continue in the successor agreement only if both parties agree to extend or modify the "Work at Home" agreement.

FRONTIER SOUTHWEST
INCORPORATED

COMMUNICATIONS WORKERS OF
AMERICA

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

MEMORANDUM OF AGREEMENT

between

FRONTIER SOUTHWEST INCORPORATED

and

COMMUNICATIONS WORKERS OF AMERICA

WORKPLACE PERFORMANCE MONITORING/RECORDING

Frontier Southwest Incorporated and Communications Workers of America recognize the need to balance the legitimate business needs for the highest quality of customer service with employee concerns for workplace privacy.

The parties agree that the primary intent of monitoring/recording of calls is to ensure quality customer service and for the assessment of employee developmental needs.

The parties agree to the following Performance Monitoring/Recording Guidelines:

1. Employees will receive written advance notice that, in general, customer contacts will be subject to performance monitoring/recording. Employees may not necessarily be given any advanced notice that any particular contact may be monitored/recorded.
2. Employees will be advised that the intent of performance monitoring/recording is to ensure the quality of service provided to customers and to assess employee developmental needs.
3. Specific performance monitoring/recording guidelines will be established – (e.g., a usual minimum and maximum number of monitoring/recording sessions within a stated timeframe; an exception may be necessary to properly take into account developmental needs.) Employees will be informed of such guidelines.
4. Information related to an employee's performance, obtained as a result of performance monitoring/recording will be used for coaching, counseling and training purposes, and will be kept strictly confidential.
5. Performance monitoring/recording results will be averaged to ensure that an employee is not adversely impacted by the evaluation of a single call, except as stated in Paragraph 7, below.
6. The results of performance monitoring/recording will be shared as soon as possible with the employee for developmental purposes with emphasis on re-enforcing the positive and observations that could be improved. The results of the observation will be shared with the employee in the manner it was obtained (e.g., recorded audio, checklist, etc.)
7. While the primary intent of performance monitoring/recording is to ensure quality customer service and for the assessment of employee developmental needs, there may be situations which require immediate corrective/disciplinary action. Examples of such situations include, but are not limited to:

- A. Revealing any customer, company or employee information to an unauthorized person, which is a breach of confidentiality and a violation of the Company's Secrecy of Communications policy and Standards of Business Conduct.
 - B. Falsification of records.
 - C. Inappropriate personal conversations or rudeness or use of profanity with a customer.
 - D. Placing unauthorized personal call(s) from the employee's work position.
 - E. Intentional or malicious misuse of telephone facilities – e.g., inappropriately disconnecting a customer, leaving a position unattended, or call avoidance.
8. The Union retains all contractual rights to challenge any disciplinary action taken by management as a result of monitoring/recording.
9. This Memorandum of Agreement is effective on **August 5, 2018**, and shall expire on August 6, **2022**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on August 6, **2022**, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**FRONTIER SOUTHWEST
INCORPORATED**

**COMMUNICATIONS WORKERS OF
AMERICA**

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative

Date

Date

August 5, 2018



Anthony Shaffer
Communications Workers of America
Dallas Staff Office
2300 Valley View Lane, Suite 700
Irving, TX 75062

Dear **Tony**:

Verizon Southwest and the CWA, in furtherance of the positive working relationship between the parties, agreed to continue the Texas Call Center Partnership sub-committee. The sub-committee will include Company and Union representatives from the **Commercial Care Business/Retention organization in Irving**, the Fiber Solutions Center (FSC) in **Irving**, and the Customer Sales and Solutions Center (CSSC) in **Irving**.

The Texas Call Center Partnership sub-committee, will hold closely to the Mission Statement, Guiding Principles and Guiding Behaviors of the Partnership.

The sub-committee will meet at minimum on a quarterly basis and include one Union representative and one management representative from each center. Discussion will be related to Call Center business/employee topics. The sub-committee will not address grievance, arbitration or bargaining issues.

Sub-Committee recommendations will be submitted for review to the Texas **Frontier/6171 CWA Partnership Core Team**. A reporting mechanism will be developed to communicate the sub-committee's results to employees in the three Call Centers.

It is the intent of the Company and Union that this sub-committee will use its time and effort to improve the work place by full and open communication, involvement, adaptability, integrity, trust and respect involving common Call Center issues and synergy opportunities.

Sincerely,

Rick A. Carpenter
Director – Labor Relations

Tony Shaffer
CWA Representative
(Concurred By)

August 5, 2018



Anthony Shaffer
Communications Workers of America
Dallas Staff Office
2300 Valley View Lane, Suite 700
Irving, TX 75062

Dear **Tony**:

As a result of **2018** negotiations between **Frontier** Southwest and the CWA, and in furtherance of the positive working relationship between the parties, the Company and Union agreed there is a need to establish timely discussions involving technical changes in equipment, organization, or methods of operation.

Currently, Common Interest Forums (CIF) are scheduled semi-annually to facilitate open communication of present and future issues of this nature critical to both parties. It is the recommendation of both parties that the CIF include a standing "Technological Change" agenda line item to discuss these types of issues. Issues critical to either party may require convening more frequently, which will be agreed to mutually.

Results of a CIF will be reported to employees using appropriate communication mechanisms.

It is the intent of the Company and Union that timely discussion in these areas will result in a more educated employee work force, greater continuity and more timeliness in communications between associates and management, and a mutual understanding of Verizon's direction to meet its daily competitive challenge.

Sincerely,

Rick Carpenter
Director - Labor Relations

Tony Shaffer
CWA Representative
(Concurred By)



August 5, 2018

Anthony Shaffer
Communications Workers of America
Dallas Staff Office
2300 Valley View Lane, Suite 700
Irving, TX 75062

Dear **Tony**:

As a result of **2018** negotiations between **Frontier** Southwest and the CWA, and in furtherance of the positive working relationship between the parties, the Company and Union agree to establish a committee on Overtime. The Overtime committee, which is being established as a sub-committee under the auspices of the **Frontier/CWA 6171** Partnership, will include Company representatives as determined by Labor Relations, and Union representatives as determined by CWA leadership.

The sub-committee will be charged with engaging in open dialogue at either parties request to review issues and concerns regarding the administration of associate overtime within the **Frontier/CWA 6171** Texas Market Area. These discussions may include a review of the source of the increased customer service requirements, possible measures that may alleviate the need for scheduling anomalies, and ways to improve and expedite communication between management and Union leadership.

The sub-committee will identify its members and hold its initial meeting no later than November 30th of this year. The sub-committee will submit the status of its meetings to the Texas **Frontier/6171** CWA Partnership Core Team.

It is the intent of the Company and Union that this sub-committee will use its time and effort to engage in full and open communication, involvement, adaptability, integrity, trust and respect in this effort realizing that all of us here are responsible not only for today's workforce, but also for ensuring the legacy of a viable and competitive future **Frontier** workforce.

Sincerely,

Rick A. Carpenter
Director - Labor Relations

Tony Shaffer
CWA Representative
(Concurred By)



August 5, 2018

**Anthony Shaffer
Communications Workers of America
Dallas Staff Office
2300 Valley View Lane, Suite 700
Irving, TX 75062**

Re: LTD Open Enrollment

Dear **Tony**:

This letter is to inform you that the Company will conduct a one-time Open Enrollment for eligible associates to enroll in the Long Term Disability (LTD) plan. The Open Enrollment will occur within one year of the date of ratification of the 2018 Proposal For Settlement. This commitment will apply to eligible associates in **Frontier** Southwest and **Frontier** Southwest Supply Chain Services.

Sincerely,

Rick Carpenter
Director – **Frontier** Labor Relations