



AGREEMENT

Between

**FRONTIER COMMUNICATIONS of ALABAMA LLC. /
FRONTIER COMMUNICATIONS of the SOUTH LLC.**

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

**AFL-CIO
LOCAL UNION 676**

Effective May 1, 2022 - April 25, 2026

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ARTICLE 1. PREAMBLE

This Agreement entered into on **May 1, 2022** by and between IBEW Local Union 676 of the International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor-Congress of Industrial Organizations which may be hereinafter referred to as the “Union” and Frontier Communications of Alabama LLC. and Frontier Communications of the South LLC. which may be hereinafter collectively referred to as “Frontier Communications” or “Company”.

ARTICLE 2. DURATION OF AGREEMENT

2.1 Effective Date and Duration

2.1.1 This Agreement shall become effective on **May 1, 2022** and shall continue in full force and effect through 11:59 p.m. on **April 25, 2026**, and from year-to-year thereafter until terminated by written notice by either party to the other given sixty (60) days prior to the anniversary date, in which case this Agreement shall terminate at 11:59 p.m. on **April 25, 2026**.

2.2 Laws Affecting Agreement

2.2.1 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws. If any law affects and provision(s) of this Agreement or employees covered by this Agreement, the Company and Union will meet at the earliest opportunity, but no later than sixty (60) days after either party notifies the other regarding the desire to negotiate changes to conform with the law and assure compliance at a minimum.

2.3 Amendment

2.3.1 This Agreement sets forth in its entirety the parties’ understanding as to what constitutes the negotiated terms and conditions of employment applicable to the employees covered by this Agreement.

2.3.2 Any amendment of this Agreement, which includes additions, changes, clarifications, interpretations, and deletions, in order to be binding and enforceable, must be committed to writing and signed by at least one (1) representative of each party who is duly authorized to amend this Agreement.

2.3.3 The representatives of the parties who are duly authorized to amend this Agreement are:

For the Company:

- Senior Vice President – Labor Relation
- Vice President – Labor Relations
- Director – Labor Relations

For the Union:

- IBEW Local 676 Business Manager

ARTICLE 3. RECOGNITION & SUCCESSORSHIP

- 3.1** The Company recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment and their conditions of employment for all full-time Communications Technicians and Central Office Technicians employed by the Company at its' facilities located at: 201 S. Pensacola Ave., Atmore AL; 125 S. Alabama Ave., Monroeville AL; 207 Caldwell St., Camden, AL; and 6617 HWY 29 N., Molino, FL, as certified on March 2, 2017, by the National Labor Relations Board (Case Number 15-RC-192380).
- 3.2** This Collective Bargaining Agreement shall be binding upon the Union and Company, their successors and assigns, and shall continue in full force and effect in the event of the sale or transfer of the business covered by this Agreement. As a condition of the sale or other transfer of the business covered by the Collective Bargaining Agreement, the Company shall require the transferee to assume and adopt the terms and conditions of this Collective Bargaining Agreement and to continue to recognize the Union as the sole bargaining agent for the employees covered by this Collective Bargaining Agreement.

ARTICLE 4. MANAGEMENT RIGHTS

- 4.1** The Union agrees and understands that included within the scope of this Collective Bargaining Agreement is the Company's right to manage the business in an efficient and cost-effective manner and further recognizes the determination set forth Article 4 rest

solely with the Company to the extent those determinations are not in direct conflict with specific provisions found elsewhere in this Agreement.

- 4.2** The management of the Company's business and its operations, the direction of the workforce, including the right to hire, assign, suspend, transfer, promote, evaluate, discipline or discharge for just cause and to maintain discipline and efficiency of its employees and the right to lay off employees because of lack of work or for other legitimate reasons; the right to determine the extent to which the plant shall be operated; the right to introduce new or improved production methods; processes or equipment, the right to decide the number and location of offices; the nature of equipment or machinery; the services to be rendered, the methods and processes of operation; the scheduling of production, the method and priority of training employees; the designing and engineering of facilities; the right to contract, outsource and transfer work; and the control of materials and supplies; the right to eliminate, create, change or consolidate jobs and operations; the right to hire temporary, part-time and occasional employees; the right to sell, lease or otherwise dispose of its buildings, production facilities and/or inventory; the right to determine its financial and business policies; the right to enact and enforce sales and incentive programs; the right to make and enforce reasonable work rules and regulations including but not limited to those pertaining to attendance, substance abuse, performance standards and measures, dress code, including business attire and uniform programs; on the job conduct, job performance and the right to enact and enforce Company policies including employee codes of conduct and other rules and regulations, all of which are vested exclusively in the Company, to the extent that they are not in direct conflict with specific provisions found elsewhere in this Agreement.
- 4.3** It is understood and agreed that all the rights, powers or authority inherently possessed by the Company are retained by the Company, except those which are clearly and specifically relinquished in this Agreement.
- 4.4** Nothing contained herein in this Article is intended to deprive the Union or any employee of any rights granted herein or as provided by law and shall not waive the Union's right under federal law to bargain, upon timely request, over changes to terms and conditions of employment.

ARTICLE 5. DEFINITIONS

5.1 Employee

- 5.1.1** Employee as used in this Agreement refers to the employees, male or female, directly covered.

5.2 Regular Employee

5.2.1 A “Regular Employee” is defined as a person who has completed the probationary period **as defined in Article 5, Section 5.3** and has been accepted by the Company for continued employment in a vacated or newly established regular position which falls within the Bargaining Unit.

5.3 Probationary Employee

5.3.1 “Probationary Period.” All new employees shall be considered probationary employees until completion of **nine (9)** months of continuous service. **The Company may, at its sole discretion, extend a new employee’s probationary period for up to three (3) additional months for a total probationary period of up to twelve (12) months, if it determines additional time is needed to evaluate a new employee.** Probationary employees have no rights or privileges under the terms of this Agreement unless specifically provided for. The retention of a probationary employee is at the sole discretion of the Company, and termination of employment of such employee at any time prior to satisfactory completion of his/her probationary period shall not be subject to review through the arbitration procedure of this Agreement.

5.4 Basic Wage Rate

5.4.1 The term “basic wage rate” or “basic rate of pay” is the rate of pay for given classifications as set forth in Appendix A or B of this Agreement, exclusive of all differentials, premiums or other extra payments.

5.5 Overtime

5.5.1 The term “overtime work” or “overtime” as used in this contract is defined as the time worked in excess of eight (8) hours per day or forty (40) hours per week.

5.5.2 Overtime normally will be worked on one calendar day, but it may extend from one (1) calendar day to another when the time worked is continuous. If such overtime extends beyond the starting time of the employees’ next scheduled tour, overtime shall terminate, and the basic wage rate shall apply for that scheduled tour.

5.6 Overtime Rate

5.6.1 The term "overtime rate" as used in this contract is defined as one and one-half (1 ½) times the basic hourly rate of pay.

5.7 Payroll Week

5.7.1 The period from Sunday through the next following Saturday, both inclusive.

5.7.2 Paychecks will be issued based on Company payroll schedule, currently Thursday. Where allowed by state law, employees may be required to enroll in Direct Deposit for payroll distribution.

5.8 Service Requirements

5.8.1 "Service Requirements" mean the needs or requirements that in the opinion of the Company are necessary to meet business needs.

5.9 Work Center

5.9.1 A work center is a location or locations where employees of one (1) or more work groups report to begin work.

ARTICLE 6. SENIORITY

6.1 Where the term seniority is used in this Agreement, it shall mean the length of time and employee has been continuously employed by the Company, within the bargaining unit as defined in the Preamble, including any bridged service where there is an interruption of service.

6.2 Service bridging shall occur under the current corporate policy governing the bridging of service, as that policy may be amended by the Company from time to time.

6.3 The Company shall furnish the Union with a seniority list of the employees covered hereunder. These lists shall be updated at twelve (12) month intervals. The Company will provide a corrected list during periods of layoff when the new list would differ from the one previously furnished.

6.4 When two (2) or more employees are hired on the same date, the employee with the lowest last four (4) social security number shall be senior.

ARTICLE 7. COMPANY POLICIES

All provisions of Company Policies, not specifically addressed elsewhere in this Collective Bargaining Agreement and applying to non-represented employees, will apply in the same manner to the employees covered by this Agreement. No Company policy, not specifically addressed in this Collective Bargaining Agreement, will be revised or eliminated during the course of this Agreement unless it is revised or eliminated in the same manner for non-represented employees. Additionally, all employees are required to abide by the Company Code of Conduct.

ARTICLE 8. COMPANY-UNION RELATIONS

8.1 No Lockout/No Strike

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

8.2 New-Hire Orientation

- 8.2.1** During the New-Hire Orientation process for new employees, the Company shall provide up to thirty (30) minutes per session to IBEW Local Union 676. The appropriate Union representative will have the opportunity to meet newly-hired employees for the purpose of furnishing such employees with information about the Union, the Collective Bargaining Agreement, and to answer any Union-related questions. New employees, as well as the union's representative's

participation, not to exceed thirty (30) minutes, will be considered as time worked.

8.3 Dues Deduction

- 8.3.1** The Company agrees to make collection of union dues or an equal amount thereto from any eligible employee through payroll deduction bi-weekly upon the order in writing signed by such employee and to pay over the amount thus deducted to the local union along with the names of the employees from whom the dues were deducted. The Company will continue to make such payroll deductions for employees who have properly executed dues deduction cards on file. Except as provided by applicable law, all dues deductions may be revoked as described below.
- 8.3.2** Cancellations by employees of such written authorization for payroll deductions must be in writing and the Company agrees to notify the local union forthwith of the receipt of any such written cancellations.
- 8.3.3** Such cancellation requests must be sent individually by certified mail to the General Manager or his/her designated representative with a copy to the local union. The Company shall cease such deductions the month after the receipt by the Company of the certified notice.
- 8.3.4** Cancellation of such dues deductions will be made by the Company on the transfer or promotion of an employee to an ineligible position effective the first payroll period following the transfer or promotion and will notify the local union of such cancellation.
- 8.3.5** 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 this Article. The Union will indemnify and save harmless the Company from any and all claims, liabilities and disputes arising out of or by reason of any action by the Company under this paragraph.

8.4 Union Bulletin Boards

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

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

8.5 Non-Discrimination

8.5.1 The Company and the Union will not discriminate against any employee in matters relating to employment because of race, union membership or non-membership, color, religion, sex, sexual orientation, age or mental disability or veteran status.

8.6 Union-Management Meetings

8.6.1 Except as provided in Section 8.7.3.3 below, representatives of the Union who are employees of the Company and involved employees will be excused from scheduled time with pay to attend mutually agreed to meetings held between management and union representatives to discuss matters of mutual interest. Reasonable travel time during scheduled hours to and from the meeting will be paid.

8.6.2 Section 8.7.1 shall in no event apply to any time associated with the following activities:

8.6.2.1 Investigation or processing of grievances except as permitted in Article 15, Grievances.

8.6.2.2 Arbitration

8.6.2.3 Collective Bargaining. The Company agrees to be available to meet for a total of at least **six (6)** workdays during the **forty-five (45)** calendar day period before the contract expiration date specified in Article 2, Duration.

Notwithstanding other provisions of this Article, one (1) member of the Union's negotiating committee shall suffer no loss of basic pay for regular hours lost while the committees are actively negotiating provisions of the labor agreement. Such payment during bargaining will not continue beyond the original expiration date of this agreement.

8.7 Union Activities

8.7.1 Absences for union business: Service and other business needs permitting, any employee who is an authorized representative of the Union and whose Union assignments require that he or she be absent from the Company will, upon request to his or her immediate supervisor, be excused without pay. All requests for excused absences shall be made as far in advance as possible and the Company shall act promptly upon each such request.

8.8 Productive Work by Management

8.8.1 Supervisors will not perform bargaining unit work in classifications within the bargaining unit, except for the purpose of training employees or in the case of service emergencies where public safety is at risk.

8.9 Contract Work

8.9.1 It is understood the Company has the right to contract out work at its sole discretion. However, the Company agrees it will not contract out work, other than that which has been customarily contracted out, if such contracting out will cause, currently and directly, layoffs or demotions of present employees. The Company agrees to provide information to the Union, upon request, regarding contract work directly related to this Agreement.

ARTICLE 9. WORKING PRACTICES

9.1 “Basic Workweek”

9.1.1 The workweek shall consist of forty (40) hours per week. The workweek runs from Sunday through Saturday inclusive. For the purposes of calculating overtime under Section 5.5 above, holiday time paid but not worked will be counted as time worked but not in excess of eight (8) hours. The workweek can be either a five (5) day, eight (8) hour schedule or four (4) day, ten (10) hour schedule.

9.2 “Basic Workday”

9.2.1 Any consecutive hours, not to exceed ten (10), between 12 midnight and 11:59 p.m. it excludes the meal period and includes the relief period. The meal period will be as near the middle of the employee’s shift as possible and shall not exceed sixty (60) minutes.

9.3 “Rest Periods”

- 9.3.1** Two paid fifteen (15) minute rest periods shall be provided and will be inclusive of a regular eight (8) hour shift. Such rest periods shall be taken in the first and second half of the shift.

9.4 “Overtime”

- 9.4.1** For a five (5) day, eight (8) hour workweek, any time worked in excess of eight (8) hours in any day will be paid at the overtime rate. For a four (4) day, ten (10) hour workweek, any time in excess of ten (10) hours in a day and in either case, work in excess of forty (40) hours in any workweek shall be paid at the overtime rate, which is one and one-half (1 ½) times the basic hourly wage rate. **No employee will be required to take time off their regular schedule to offset overtime.**
- 9.4.2** It is understood that there will be no pyramiding of overtime. Once a worked hour has been paid at the overtime rate, that hour will not be counted as time worked for weekly overtime purposes.
- 9.4.3** Overtime shall not be worked unless it is first authorized by the employee’s supervisor. It is understood that it is the obligation of all employees to perform assigned overtime work as the needs of the business require. When an employee has a particularly significant reason for not being able to work as assigned overtime, these situations will be evaluated and handled on a case-by-case basis.
- 9.4.4** When an employee works sixteen (16) or more continuous hours in a twenty-four (24) hour period, **the Company may grant the employee a rest period of eight (8) consecutive hours before returning to work. If this rest period extends into the employee’s regular scheduled tour, the employee shall be paid the straight-time rate for all time falling within his/her regular scheduled tour that is necessary to give him/her eight (8) hours of rest.** This provision does not limit the Company from scheduling tours as defined within this Agreement.

9.5 “Overtime Equalization”

- 9.5.1** The Company will endeavor to equalize overtime among employees who perform the same work, understanding that overtime assignments are influenced by specific knowledge of the work in question, whether one employee is on standby, experience, training and availability. Existing overtime records will be used but the Company is under no obligation to track the history of each assignment, (who was called, who refused, who was not at home, etc.)

Any claim by an employee that the Company has not equalized overtime will be evaluated based on available facts and using the “reasonable person” standard of judgement to determine if future overtime assignments need to be adjusted to correct any equalization issue.

9.6 “Standby Pay”

9.6.1 The Company may, at its’ discretion, institute the standby practice. Standby is the period of time an employee is paid a premium for being available to report to work. Standby will be administered as follows:

- 9.6.1.1** Standby will be on a rotation basis among employees in the classification(s) having the necessary qualifications to perform the work and the location(s) designated by the Company.
- 9.6.1.2** A rotation schedule reflecting standby periods of one (1) week (currently Monday to Monday) will be established indicating the employee(s) schedule for each week.
- 9.6.1.3** The Company will notify the designated employee(s) scheduled for standby at the beginning of each calendar year.
- 9.6.1.4** Employees may elect to find a qualified substitute for a standby assignment subject to the approval of the Company.
- 9.6.1.5** Standby shall be from the end of the scheduled day Monday to the beginning of the scheduled day on the following Monday.
- 9.6.1.6** Employees assigned to standby will be available to respond in a timely manner during hours the employee is off duty. Employees will receive standby payment of \$20 per day for Monday through Friday and \$30 per day for Saturday, Sunday and any recognized holiday.
- 9.6.1.7** When assigned standby, the employee may be granted permission to take a Company vehicle home. In such instances, the employee shall exercise reasonable care for the security and safety of the vehicle and tools. It is understood the vehicle and tools are not available for personal use.

9.7 “Shift Selection”

9.7.1 In the assignment of hours and days, preference shall be given to the employees according to seniority in each workgroup provided that in the judgement of the

Company such scheduling results in meeting service requirements in an efficient and effective manner. However, it is understood that workgroups may agree to rotate shift that include a Saturday and/or Sunday. Any such rotation will be considered to be in keeping with the intent of this Section and any agreement must be with the approval of the supervisor and the employees in the workgroup.

9.8 “Shift Changes”

- 9.8.1** The Company reserves the right to change previously scheduled shifts with forty-eight (48) hours’ notice to the employee. In instances where the shift change is the result of work related to an entity not owned by Frontier, the notice shall be twenty-four (24) hours.
- 9.8.2** If proper notice is not given as provided for above, the employee will be entitled to payment of time and one-half (1 ½) for all hours worked outside of the previously scheduled shift. This payment will apply on the first work day only.
- 9.8.3** In instances when the shift is changed because of service emergencies or for the purpose of attending training, this shift change premium shall not apply.
- 9.8.4** There shall be no compounding of overtime as a result of this assignment. Such unscheduled assignment shall be temporary.

9.9 “Call-Out”

- 9.9.1** Employees who are “called-out” by management and required to work hours outside of their regular work schedule shall be paid a minimum of two (2) hours of pay at the applicable rate. Concurrent calls without a break in work time shall be considered a single call.

9.10 “Work Group”

- 9.10.1** Employees are placed in work groups based on geographic, supervisory and/or functional commonalities. The basic purpose of a work group is the selection of tours, PTO and holidays. It is understood that the company continues to have complete discretion to modify or reconfigure work groups as business need dictate.

9.11 “In-Charge”

- 9.11.1** In those cases where an employee, at the direction of the Company, is responsible for and instructing other employees, such instructing employee shall

receive a premium of one dollar (\$1.00) per hour for all hours so worked. This section is not intended for on the job training.

ARTICLE 10. SAFETY AND TOOLS

10.1 Safety and Tools

- 10.1.1** The Company will fulfill its obligation to provide safe working conditions and to provide such safety equipment as is required to be used by the safety rules and regulations. The employees will use the safety equipment provided and will adhere strictly to the provisions of the safety rules and regulations in the performance of their work.
- 10.1.2** The Company shall provide employees with prescription safety glasses for those employees regularly engaged in work that requires safety glasses. This will be accomplished through the Occupational Prescription Safety Eyewear Program.
- 10.1.3** The Company will supply all specialty tools and safety equipment.
- 10.1.4** The Company will supply all hand tools, which shall remain the property of the Company.
- 10.1.5** Employees are required to evaluate every situation and consult the Local Manager if the employee believes a task may be considered to be unsafe to complete. The Company will make every effort to assist employees to complete tasks that involve confined spaces or inclement weather or any unsafe condition and will ensure that employees are properly trained to be able to determine the safeness of operating in confined spaces or any other potentially unsafe situations.
- 10.1.6** The Company reimburse up to **\$150** for new safety -toed, Company approved work boots every **year** for employees in classifications where such equipment is required. Employees will be reimbursed upon submission of proof of the expenditure.

ARTICLE 11. BUSINESS ATTIRE

- 11.1** In order to promote a professional business image in the marketplace, the Company may require employees in classifications designated by the Company will be required to wear uniforms provided by the Company. The Company will notify the Union of the classifications designated by the Company that are required to wear uniforms. The Company reserves the right to establish, change or modify reasonable guidelines for business attire. Such guidelines may not alter the provisions of this article.
- 11.2** When the Company implements a uniform program for its bargaining unit employees, it may furnish any or all of the following uniform items annually and on an as needed basis.
- A. Hats - 4
 - B. Jacket - 1
 - C. Pants - 9
 - D. Shirts - 9 (any combination of polo, long-sleeve work shirt, short-sleeve work shirt)
 - E. Bib Overalls – 1 pair every 2 years
 - F. Other uniform items may be required from time to time. Employees will be responsible for laundering of uniforms unless the Company makes other arrangements for laundering.
- 11.3** Uniforms shall be worn so as to have a consistent appearance throughout the workforce and may not be altered in any way by employees.
- 11.4** Shirts will include identification of IBEW 676 on the shirt sleeve.
- 11.5** Employees enrolled in the Attire program will receive \$25 per month to cover the cost of laundry.
- 11.6** Employees may wear only hats provided by or approved by the Company.

ARTICLE 12. TEMPORARY ASSIGNMENT AND TRAVEL EXPENSES

12.1 Travel Assignment

- 12.1.1** Employees who are assigned to work in an exchange outside of their reporting center shall be provided a meal allowance as provided in Company policy for each day of the assignment.
- 12.1.2** The Company agrees to notify the Union, in writing, of any temporary assignment outside of the bargaining unit, the projected length of the assignment, the employee(s) who volunteered for the assignment, and the employee who received the assignment.

12.1.3 Should a temporary assignment be needed in an area outside of the bargaining unit that requires an employee to remain away from home overnight, the Company shall fill such assignment with the most qualified senior employee who volunteers within the classification needed for the assignment. Should there not be any volunteers, the temporary assignment shall be assigned to the qualified junior employee within the classification. If there are no volunteers on any subsequent temporary assignments outside the bargaining unit, the qualified employee next on the seniority list above the last employee required to take the previous assignment shall be assigned the current temporary assignment.

12.1.4 Such assignment that requires an employee to remain away from home overnight shall not exceed thirty (30) days unless the employee agrees to accept the assignment's full duration which was disclosed in the temporary notification to the Union.

12.1.5 Once an employee has voluntarily accepted a temporary assignment outside of the bargaining unit, that employee shall not be eligible for the next assignment outside the bargaining unit unless they are the only employee to volunteer.

12.2 Travel Expenses

12.2.1 When employees are assigned to work outside the local serving area or are attending training and are required to remain away from home overnight, the Company shall pay for reasonable lodging, meals and transportation expenses which are directly associated with such assignment or training. A meal allowance will be provided as follows:

<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
\$10.00	\$15.00	\$35.00

Guidelines for other travel expenses will be as per Company policy. Use of any Company vehicle for work/transportation outside of the local serving area will be at the discretion of management.

ARTICLE 13. JOB CLASSIFICATIONS AND CONTINUED TRAINING

13.1 JOB CLASSIFICATIONS

Communications Technician: This job classification shall have the primary duties and functions of I/R, cable maintenance and PBX.

Currently, Communications Technicians are in the following workgroups:

- Atmore
Monroeville (plus Com Tech/PBX)
Camden

Central Office Technician: This job classification shall have the primary function and duties of central office installation and repair.

Currently, Central Office Technicians are in the following workgroups:

- Atmore
Monroeville/Camden

13.1.1 Nothing in this Section shall be interpreted to restrict the Company's flexibility to use employees for performing work that is normally done by another classification or making changes to job duties.

13.2 CONTINUED TRAINING

13.2.1 Continued training, on and off the job, is a critical component of enhanced job security. In recognition of the importance of self-motivated training, the Company will pay all technicians an hourly differential for attaining the following certifications:

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

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

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

ARTICLE 14. NEW JOB CLASSIFICATIONS

14.1 Whenever the Company determines it appropriate to create a new job classification in the bargaining unit, it shall proceed as follows:

- 14.1.1** The Company shall notify the Union in writing of the new job classification and shall furnish a general job description, and a proposed initial wage schedule (which will not include any employee benefits) for the classification.
- 14.1.2** The Union shall have the right, within thirty (30) days from the receipt of notice from the Company, to initiate negotiations concerning the initial wage schedule.
- 14.1.3** If negotiations are not so initiated, the Company may proceed to staff the new job classification and the wage schedule provided by the Company shall remain in effect.
- 14.1.4** If negotiations are initiated and agreement is reached between the parties within the thirty (30) days following the Union's receipt of notice from the Company concerning the wage schedule, the Company may proceed to staff the new job classification using the agreed upon wage schedule.
- 14.1.5** If negotiations are initiated and if the parties are unable to reach agreement on a wage schedule within thirty (30) days from the date negotiations are initiated, the Union may, within ten (10) days after the expiration of the thirty (30) day negotiation period, request that the issue of an appropriate wage schedule be submitted for resolution to a neutral third party. The Company may then also proceed to staff the new job classification using its last proposed wage schedule.

14.2 Third Party Review

- 14.2.1** The neutral third party shall be selected pursuant to the arbitration provisions of the applicable collective bargaining agreement.
- 14.2.2** The parties may submit all evidence deemed relevant to the issue to the neutral third party. At the request of either party, a hearing shall be held to receive such evidence. Any such hearing shall be held within thirty (30) days after the matter is referred to the neutral third party. While it is not intended that the third party undertake a full and complete job evaluation study, he or she shall review other comparable or relevant job classifications and their wage schedules for comparison purposes, and may make an on-site inspection of the workplace and conduct a reasonable number of interviews of incumbents.
- 14.2.3** In determining an appropriate wage schedule, the neutral third party will endeavor to assure that the wage schedule permits the Company to be competitive in both its operations and in seeking applicants in the relevant marketplace, and that the new job classification is compensated equitably.
- 14.2.4** A written decision as to the appropriate wage schedule will be rendered by the neutral third party within forty-five (45) days of the date after which all evidence

has been submitted or, where a hearing has been requested, the hearing is concluded. In the event that the neutral third party determines that a different wage schedule than the one established by the Company is appropriate, the new schedule shall be placed in effect retroactive to the date the change or new job was implemented, except that in no event shall the retroactive effect exceed 180 days.

- 14.2.5** The costs of the third party neutral, and any associated administrative costs imposed by a third-party administrator to which the parties have mutually agreed, will be borne equally by the parties

ARTICLE 15. GRIEVANCES

15.1 Definitions

- A. For purposes of this Agreement, a “grievance” is defined as a dispute involving an interpretation or application of this Agreement. For purposes of this Article, “working day” is defined as any day other than a Saturday, a Sunday or one of the nationally-recognized Holidays specified in Article 18 of this Agreement.
- B. While the Company and the Union may agree to discuss disputes that are not “grievances” under subsection (a) above, the Company shall not be obligated to hear or process the dispute as a grievance subject to the procedure specified in this Article.

15.2 Grievance Steps

The Union may initiate a grievance using the procedure specified below.

Grievances involving discharges must be submitted directly to Step 2 of the grievance procedure, in accordance with the requirements of subsection (c) below, unless the parties mutually agree that the grievance may be initiated at Step 1. Such grievances must in any event be filed within 10 working days after the date of notification of termination.

15.2.1 Informal Resolution

Employees are encouraged to informally discuss potential grievances (excluding terminations) with their immediate supervisor. This must occur within 10 working days of the time that the employee becomes aware of (or reasonably should have become aware of) the incident giving rise to the issue. The employee and supervisor will have up to 10 additional working days from the day the issue is first raised with the supervisor to resolve the issue informally.

Any resolution reached through the Informal Resolution process will be binding only for the particular grievance and shall not be considered precedent setting. Such settlements shall not be utilized in any legal or arbitration proceeding, except in connection with a claim that the settlement has been violated.

15.2.2 Step 1

(1) If an issue was raised under subsection (a) above but could not be resolved informally between the employee and the supervisor within the 10-day working period provided for, the employee has 5 working days after the end of that 10-day period to file a formal grievance with his or her supervisor.

(2) If the issue was not informally discussed as provided in subsection (a) above, the Union has 15 working days after the employee becomes aware of (or reasonably should have become aware of) the incident to file a Step 1 grievance.

(3) At Step 1, the grievance shall be reduced to writing and the written grievance shall include the following information: the name of the grievant, what is being grieved, the action or occurrence complained of, the date(s) of that action or occurrence, the Article or Articles of the contract alleged to have been violated and the remedy requested

(4) The employee (if applicable), the Steward and the Company representative (or their designated representatives) within 7 working days will establish a date to meet and discuss the grievance. The Company will have ten (10) working days from the Step 1 meeting to respond to the grievance.

(5) Any settlement or adjustment of a grievance at Step 1 shall be binding only for the particular grievance and shall not constitute precedent. Such settlements shall not be used in any legal or arbitration proceeding except in connection with a claim that the settlement has been violated.

15.2.3 Step 2

(1) If the grievance is not settled at Step 1 or involves the discharge of an employee, the Union Representative shall submit the formal written grievance to the Human Resources Representative within 7 working days following the Step 1 answer (or the date of notification of the discharge). The Human Resources Representative and the Union must, within seven (7) working days establish a date to meet to discuss the grievance; the appropriate Department Head or his/her designated representative may also choose to attend this Step 2 Grievance Meeting. The Company will finish a written response to the Union Representative within ten (10) working days after this Step 2 meeting.

15.2.4 Arbitration

If the grievance is not settled at Step 2, and the matter at issue in the grievance is specifically made subject to arbitration in this Agreement, the Union refer the matter to arbitration within twenty (20) working days from the Step 2 response by submitting an arbitration demand in accordance with the requirements of Article 13, Arbitration.

15.3 General Provisions

(a) The scope of a grievance may be enlarged or reduced at any Step if done in writing and with the mutual consent of the parties.

(b) If a grievance is not presented or processed within the time limits specified above, unless the parties have agreed to an extension of time or the delay is caused by the party against whom the grievance is filed, the grievance and the issue(s) contained therein shall be considered settled and underlying issues resolved.

(c) (c) In the event the party against whom the grievance is filed fails to meet or respond to a grievance in accordance with the time limits specified above, and the grieving party wishes to maintain the grievance, the grieving party, at its option may consider the failure to respond as a denial of the grievance and advance the grievance to the next step. The time limits to advance the grievance to the next step of the grievance or arbitration procedure, however, will not start until receipt of the delayed response.

(d) All meetings in the grievance procedure will be held at times and places mutually agreeable to the parties. Grievance meetings may be conducted telephonically or by other "live" electronic means.

(e) No more than 2 employees, including the steward(s), will normally be excused during their scheduled hours to attend a grievance meeting on any given work day, and in all cases, whether or not an employee will be excused is subject to the needs of the business. If there is a need to have three employees excused, the grievance meeting will be held via conference call.

(f) Nothing in this Agreement in any manner affects the right of an individual employee or group of employees to present grievances to the Company under this Article nor affects the rights of the Union under the National Labor Relations Act, as amended. The Company agrees, however, that after a grievance arising under any provision of this Agreement has been referred to a Union Representative and such Representative has dealt with a Company Representative with respect thereto, no Company Representative will adjust or

attempt to adjust the grievance with the employee or employees involved unless a Union Representative is first given an opportunity to be present at the adjustment.

ARTICLE 16. ARBITRATION

- 16.1** Only matters specifically made subject to arbitration in this Agreement may be arbitrated. Unless a matter has been specifically made subject to arbitration, it shall be deemed to be excluded by this Agreement and such matters shall not be submitted to or considered an Arbitration. In additional Company discipline of its employees at the verbal and written warning levels shall not be subject to this arbitration process.
- 16.2** The time limit for the Notice of Appeal of a Step two decision shall be twenty-five (25) days following receipt of the Step two determination, with the moving party to submit a written request for a panel of seven (7) members of the National Academy of Arbitrators with their principal place of residence in either of the Southeastern States (AL, FL, GA, KY, NC, SC, TN, and VA) to the Federal Mediation and Conciliation Service, with a simultaneous copy to the Company's Director of Human Resources, within the time limit.
- 16.3** The Company and Union may attempt to agree on a neutral arbitrator in lieu of using the FMCS list, and with mutual agreement may submit multiple grievances to the same arbitrator. Within ten (10) calendar days of receiving the FMCS list, the moving party will contact the other party to select the arbitrator. The parties will alternately strike names from the list, with the moving party striking the first name, until one (1) name remains and he/she shall serve as arbitrator.
- 16.4** Each party shall bear the expense of preparing its own case. The party requiring an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests a copy or the right of inspection or use, in which event the full cost (including the cost of providing the arbitrator with the official record) shall be equally divided between the parties. The cost of the arbitrator's services and any charge incurred for arbitration facilities shall be borne equally by the parties. Should a hearing be cancelled, the cancellation fee will be paid by the party requesting the cancellation unless otherwise agreed to.
- 16.5** Scope and Retroactivity of Awards: The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement, to change an existing wage rate, or to establish a new wage rate. An arbitrator's remedy shall be limited to the specific grievance submitted for arbitration. An arbitrator's determination may or may not be retroactive as the equities of the particular case shall demand, but in the case

where the determination is retroactive, the retroactive effect or relief shall be limited to 10 working days prior to the date the grievance is submitted at Step One of the grievance procedure.

- 16.6** The decision of an arbitrator made in accordance with the provisions of this Agreement shall be final and binding upon the parties. The Union and its members and the Company agree to abide by such decisions, which shall be enforceable by appropriate action or proceeding, if necessary, in a court of law, or equity or otherwise.
- 16.7** If a case is withdrawn from arbitration, such withdrawal shall settle the grievance(s) and fully resolve any issue(s) contained therein unless the parties expressly agree to a different disposition. In addition, all grievances which have been held pending the outcome or disposition of the withdrawn case, as well as any issues contained herein, shall be considered settled and fully resolved unless the parties expressly agree to a different disposition.

ARTICLE 17. WORKFORCE REDUCTIONS

17.1 Layoff Alternative

- 17.1.1** When the Company finds it necessary to lay off employees, the Company and the Union will meet and discuss alternatives (including part timing) to avoid such lay off. If no plan can be agreed upon during these discussions the procedure set forth below shall be followed:

17.2 Layoffs

- 17.2.1** The Company agrees to give the Union no less than fourteen (14) days' notice of its intentions to adjust the working force. The meeting required under Section 14.1 above shall take place as soon as practical, but no later than seven (7) days after notice is given to the Union. Thereafter the Company will commence the layoff process. It is understood the Company has the sole authority to determine the number of employee(s), and which classifications and locations will be impacted by the required layoff(s).
- 17.2.2** Within each job classification affected by the layoff, employees will be laid off in inverse seniority order, provided that any senior employee who is excluded from layoff by virtue of his or her seniority must be fully qualified, without additional training, to perform all of the duties he or she is expected to perform or assume in an available position immediately following the layoff. If the senior employee does not have those requisite qualifications, then that employee may be laid off

and the most senior junior employee with the requisite qualifications may be retained and placed in the available position. The retained junior employee will then be exempt from being laid off during the impending layoff. The Company will notify the Union of the junior employee retained and exempted from layoff pursuant to the terms expressed above.

17.3 Recall Rights

17.3.1 An employee separated from employment under Section 14.2 will be eligible to be re-called by the Company should a position for which the employee is qualified become available in the bargaining unit within one (1) year of the date of separation.

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

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

17.3.4 A recalled employee who accepts a recall offer and is reemployed will receive seniority credit for the period of the layoff. A recalled employee will be placed on the same level of the wage schedule that he or she was on at the time of his or her lay-off.

17.4 Layoff Allowance

17.4.1 A laid off employee shall receive termination pay in the amount of one (1) week of pay for every year of service up to a maximum of 26 weeks.

ARTICLE 18. HOLIDAYS

18.1 The following days will be observed as holidays:

New Year's Day
Martin Luther King Jr. Day*
Presidents Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day

18.2 If a holiday falls on a Saturday, then the Friday before will be observed. If the holiday falls on a Sunday, then the Monday after will be observed.

18.3 When the Company deems it necessary for employees to work on a holiday, **the Company will accept volunteers to work based on seniority. If an insufficient number of volunteers are obtained, employees will be required to work on the holiday in inverse seniority order on a rotating basis. When the Company requires employees to work on a holiday, it will start with the least senior employee who was not required to work on the previous holiday for which employees were required to work.**

18.4 A regular full-time employee will be paid a holiday allowance of eight (8) hours pay at the employee's basic wage rate for each of the holidays, whether or not they perform work. It is understood that when an employee works a holiday, he/she shall receive eight (8) hours of holiday pay and he/she shall receive one and one-half (1 1/2) times his/her normal rate of pay for all hours worked.

18.5 Employees may be excused from working a holiday based on the needs of the business.

18.6 *At management's discretion, a limited number of employees may continue to be given the option to take Good Friday as a holiday instead of MLK Day. The number of employees who are allowed to make this swap is based on the needs of the business.

ARTICLE 19. PAID TIME OFF (PTO)

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

19.1 Eligibility: Regular employees are eligible to accrue Paid Time Off (PTO). For new hires, PTO is accrued on the 16th of the month following ninety (90) days of employment. For example, if you are hired in March, your PTO accrual begins on June 16th.

19.2 Use of PTO: PTO can be used for the following purposes:

Vacation days/time off

Your own illness/injury

Religious holidays

Court Appearances

Doctor's appointments during work hours (including workers compensation appointments/therapy)

Emergencies

For the care of family members

In certain situations, for otherwise unpaid Family Medical Leave (Please consult the Family and Medical Leave Policy for more information about the use of PTO during Family Medical Leave)

Other absences at the discretion of the employee's manager

** PTO days may be used in hourly increments based on an 8/10 hour workday.

19.3 Using PTO for Short-Term Disability: Each employee is required to use up to five (5) days of PTO time during any unpaid time off while awaiting Short-Term Disability benefits.

19.4 PTO Accrual: Each employee will accrue PTO days on a monthly basis, earning one-twelfth (1/12) of his/her total allotment on the 16th of each month. Length of service is defined as time from each employee's date of hire.

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

PTO for part-time employees is based on the percentage of full-time hours worked by the employee. For example, a part-time employee who works 20 hours per week and has worked less than 5 years, would be eligible for ten (10) days or eighty (80) hours of PTO.

19.5 PTO Carryover

19.5.1 Employees are not permitted to carryover unused PTO days/hours.

19.5.2 Notwithstanding the above language, upon written application and subject to Company approval, PTO may be carried over under the following circumstances:

19.5.2.1 Previously scheduled PTO is cancelled by management due to business needs, emergencies or the like and cannot be rescheduled before the end of the calendar year.

19.5.2.2 An employee requests and is approved to hold time for the following year for a matter of great personal or family importance.

19.5.3 An employee will not accrue PTO during any leave of absence that exceeds thirty (30) calendar days, whether the leave is compensated (e.g. short or long-term disability) or is unpaid, Family Medical Leave Act "FMLA".

5.3.1 An employee shall accrue PTO for an approved workers' compensation leave of absence.

19.6 Termination of employment: Employees who resign, retire or are terminated before the 16th day of the month do not accrue PTO time for the month in which they terminate, unless otherwise required by law. Accrued, unused PTO is paid out upon termination of employment.

19.7 Scheduling: PTO may be taken anytime during the calendar year, subject to service requirements, and PTO may be split into period of calendar weeks if desired. Selection of PTO time will be based upon seniority in each work group.

19.7.1 The Company will make available to each work group, on or before December 1 of each calendar year, a PTO schedule showing the available weeks and the employees in each work group who are eligible for PTO, in order of seniority, together with the PTO allowance for which each is eligible.

19.7.2 The senior employee has first selection. A PTO selection shall consist of five (5) **weekdays in the same calendar week. In a calendar week with a Company observed holiday, a PTO selection shall consist of four (4) weekdays not including the holiday.** Choice of the second **PTO** selection will be made only

after all other employees have made their first selection and so on in this sequence until **all** full week selections have been completed by each employee, if so desired **(up to six (6) rounds of selection)**. These weeks must be scheduled by February 1st.

19.7.3 Employees have three (3) working days, once notified, to make their PTO selection during the PTO selection process. If a selection is not made within the three (3) working days, that employee will be passed over for the remainder of the selected round.

19.7.4 Any PTO days not scheduled in accordance with the procedure above submitted thirty (30) or more days prior to the desired date shall be considered in order of receipt. Requests received on the same day shall be considered based on seniority. Requests received from thirty (30) to eight (8) days prior to the desired date will be considered next, order of receipt. Requests submitted less than eight (8) days prior to the desired date shall be considered next, in order of receipt.

19.8 Notwithstanding any other provision of this Agreement, employees unable to take their remaining earned PTO in the current calendar year due to being on an approved sickness disability or workers' compensation leave will be paid out any accrued, unused PTO.

19.9 An employee shall not be scheduled or called out for Sunday work prior to or following PTO where an entire work week has been approved, unless it is determined to be absolutely necessary.

19.10 Responsibilities – Employee

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

19.11 Responsibilities – Manager

19.11.1 Tracking of PTO for each of his/her direct reports on an individual PTO tracking form.

19.11.2 Authorizes and signs the PTO request form.

19.11.3 Notify local HR if employee will be using PTO for Short-term Disability.

19.12 PTO Donation

19.12.1 Employees are permitted to donate their PTO hours to their co-worker's subject to the following guidelines:

- 19.12.1.1** The need to receive donated PTO time must be related to the catastrophic illness or injury of the employee or a member of their immediate family as defined in Article 17.1.1 or due to an unexpected dire situation.
- 19.12.1.2** Employees must exhaust all eligible PTO time prior to utilizing donated vacation.
- 19.12.1.3** The maximum number of donated PTO hours an employee can receive is 160 hours, unless expanded by mutual agreement.
- 19.12.1.4** Donating employees must be from this bargaining unit, as well as the receiving employee, and hourly employees may not donate to management.
- 19.12.1.5** Once the Company determines that an employee's situation qualifies to receive donated PTO, the Department Manager and local union representative will let employees know about the option to donate PTO hours 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.
- 19.12.1.6** The employee in need cannot personally solicit other employees to donate their PTO days.

None of the provisions of this Article or the subsections thereof are subject to the grievance or arbitration process.

ARTICLE 20. PAID ABSENCES

20.1 Death in family

20.1.1 An employee who is absent due to a death in the immediate family will be excused without loss of pay for a reasonable period of time (as determined by their supervisor), based on need and circumstances, usually one (1) to three (3)

days. Immediate family shall be defined as the employee's spouse, parents, mother-in-law, father-in-law, grandparents, son or daughter, brother or sister, grandchildren, sisters-in-law, brothers-in-law or domestic partners. An employee's step-mother, step-father and step-children are also included.

20.2 Jury Duty

20.2.1 Time off for jury duty will be allowed without loss of pay or benefits in order to fulfill an employee's obligation. Employees are required to notify their supervisor and provide documentation at the time notice to serve is received or as soon thereafter as possible.

20.2.2 If an employee is released from jury duty at a reasonable early hour, he/she is expected to return to work for the balance of the workday. The employee is not expected to report for jury duty and work for more days in the week than the number of days in the scheduled workweek.

20.3 Voting Time

20.3.1 On General and Primary election days, employees may request up to two (2) hours off (or more if applicable by law) without any loss of pay for purposes of voting in instances when their work schedules interfere with their ability to vote. Employees must advise their supervisor of the amount of time off from work they will need no later than the day before.

ARTICLE 21. TUITION ASSISTANCE

21.1 The Company will provide Regular Full-time employees in this bargaining unit with Tuition Reimbursement benefits consistent with Company policy regarding tuition aid benefits, covering Frontier non-represented employees.

21.2 To the extent the Company chooses to materially and substantially change such a policy and the change(s) reduce the overall benefit for employees in this bargaining unit, the Company will provide the Union with advance notice of the change and the Union retains its legal right to request effects bargaining over the change.

ARTICLE 22. DISCIPLINE

- 22.1** The Company will have just cause before discharging or suspending an employee who has **completed his/her probationary period** at the time of his/her discharge or suspension. It is agreed that any verbal or written discipline cannot be arbitrated. Otherwise, a claimed violation of this Article may be grieved and arbitrated pursuant to the applicable provisions of this Agreement.
- 22.1.1** The Union may grieve, but not arbitrate, the discharge or suspension of an employee who has **not completed his/her probationary period** at the time of his/her discharge or suspension.

ARTICLE 23. IBEW CODE OF EXCELLENCE (COE)

The parties agree to meet at a time and place mutually agreeable to discuss the IBEW Code of Excellence (COE) in an effort to attract and retain more customers by more effectively working together.

ARTICLE 24. DISCOUNTED SERVICES

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

ARTICLE 25. INCENTIVE PROGRAMS

The Company may develop and implement Incentive Programs which will provide participating employees the opportunity to earn merchandise, cash, and other awards of value based on individual and/or group performance in achieving standards developed and administered solely by the Company. Employees are expected to participate in the incentive programs and may be required to participate during regular working hours. In addition, the Company agrees to notify the Union of such incentive programs (other than those that provide awards of nominal value) prior to implementation by the Company.

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

ARTICLE 26. HEALTH AND WELFARE BENEFITS

- 26.1** Employees shall be eligible during the term of this Agreement to participate in such health and welfare benefit plans and programs ("Plans") as may be in effect from time to time for non-represented employees of Frontier Communications. The terms of such participation, including eligibility, shall be in accordance with the provisions of the Plans as are in effect from time to time.
- 26.2** For the duration of this Agreement, the Company's monthly contribution towards the medical premium or premium equivalent for the Base Medical Plan (presently the Gold PPO Plan) will be no less than 75% (for employees earning less than \$60,000 annually) and 72.5% (for employees earning \$60,000 and above annually) of the total monthly premium or premium equivalent for the Base Medical Plan; and the Company's monthly contribution towards the dental premium or premium equivalent for the Base Dental Plan (presently the Dental Gold Plan) will be no less than 50% of the total monthly premium or premium equivalent for the Base Dental Plan. The Company may offer additional Medical or Dental Plans at its' discretion as "buy up" or "buy down" options. Any additional premium costs for a "buy up" plan over and above the premium for the Base Medical Plan (currently the Gold PPO Plan) and the Base Dental Plan (currently the Dental Gold Plan) will be the responsibility of the employee. Any savings for a "buy down" plan with a premium below the Base Medical or Base Dental Plan premiums will be passed along to the employee as a reduced premium.

- 26.3** To the extent permitted by the law, Company shall have complete discretion to amend or replace any plan or program from time to time for any reason. A list of the Plans in effect as of the effective date of this Agreement is set forth in this Article.
- 26.4** The Company shall have complete discretion to select a carrier, third-party administrator and/or preferred network. The Company or other plan administrator of the Plans shall have complete discretion with respect to plan administration, and any disputes shall be handled in accordance with the plan's applicable claims procedure and shall not be subject to arbitration.
- 26.5** In the event Frontier and the IBEW reach an agreement providing national healthcare coverage, the Company and Union agree that this bargaining unit will transition to the new plan as soon as administratively feasible.

Exhibit A - Health & Welfare Plans

1. Medical Plan(s): Platinum PPO Plan, Gold PPO Plan, Choice HSA Plan
2. Dental Plan(s): Dental Gold Plan, Dental Silver Plan, Dental Platinum Plan
3. Vision Plan(s): VSP Vision Plan
4. Life Insurance Plan(s): Supplemental, Spouse Life, Child Life
5. Long Term Disability Plan(s): Basic, Supplemental
6. Personal Accident Insurance (PAI)
7. Accident Insurance
8. Critical Illness Insurance
9. Flexible Spending Accounts

ARTICLE 27. HOURLY SAVINGS PLAN (401K MATCH)

All employees in the bargaining unit shall be eligible to participate in the Company's 401k Savings Plan, with a Company match of 50% of the employee's first 6% of contributions (inclusive of base wages, overtime and annual performance payout.)

ARTICLE 28. LEAVES OF ABSENCE (LOA)

Leaves of absence, without pay, not to exceed six (6) months, may be requested by regular employees after one (1) year of service with the Company. Requests for such leave must be in writing and must be for a good and compelling reason. Each such request will be considered on an individual basis and may be approved or disapproved dependent upon the compelling merit

of the request, the performance history of the employee and the needs of the business. Decisions related to leaves of absence are not subject to the Grievance or Arbitration Articles within this Agreement. All rules related to leaves of absence will be as provided for in Company policy and are available on The Link for reference.

ARTICLE 29. SHORT-TERM and LONG-TERM DISABILITY

29.1 Upon completion of thirty (30) calendar days of employment, employees shall be paid at basic rate of pay for scheduled working days when incapacitated by (1) illness or (2) non-compensable physical injury until the date that coverage under the Company's LTD plan may commence. Eligibility for LTD pay begins on the 181st calendar day from the start of an absence for employees who are approved under the terms of the Company LTD Plan. Short Term Disability (STD) payments are governed by the schedule in this Article.

29.2 Each incident of sick leave shall be without pay for the first five (5) days. Employees may use unused PTO days for these unpaid days. Absences after five (5) work days shall be subject to the standard short-term disability policy.

Payment for approved illness/non-compensable physical Injury will be made according to the following schedule:

Payment	Approved Illness/Non-Compensable Injury	Days
100%	All Incidents	7-30
75%	All Incidents	31-90
67%	All Incidents	91-180

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

29.4 If an employee wishes to leave town for longer than twenty-four (24) hours during a period when he/she is receiving sickness disability benefits, the employee will notify the immediate supervisor of his/her intentions in advance. Failure to do so may result in the denial of benefits.

29.5 Upon request, an employee who is receiving sickness disability benefits will have his/her physician complete and forward to the Company a certificate outlining the nature of the illness. Payment of benefits in such cases will be contingent upon the receipt of a satisfactory completed certificate.

- 29.6** In cases of physical disability resulting from compensable accidental injuries while on the job, the Company will pay the difference, if any, between the amounts paid to the employee under Worker's Compensation and the amount prescribed in the above regulations. No waiting period will be required.
- 29.7** In case of disability directly or indirectly due to intoxication or the use of stimulants or narcotics (except as prescribed by a physician) or to unlawful acts of 'horseplay' (such as wrestling, scuffling), or to the willful intent of the employee to injure himself/herself, or to gainful employment outside the Company, no right to benefits under this provision shall exist; and any employee found to have abused the sickness and disability benefits provision by falsification or misrepresentation shall be subject to disciplinary action, including termination of employment.
- 29.8** An individual receiving LTD benefits in accordance with the plan will retain rights to his/her job (if fully able to perform) for one year from the commencement of the illness/disability. Other provisions of this Agreement notwithstanding, while receiving the benefits of the Long-Term Disability Plan an individual shall continue to be covered by the Medical, Dental, Vision and Life Insurance plans for the first 29 months of combined STD/LTD coverage and the individual will continue to be responsible for the employee's share of the cost of Health, Dental, Vision and Life Insurance Plans in which he or she is enrolled. In addition, the employee shall be responsible for continuing to make any employee contributions for any other insurance program that the employee may be enrolled in.
- 29.9** An employee receiving disability pay will not be eligible to receive an annual wage increase scheduled during their absence until returning to active duty.
- 29.10** The maximum monthly benefit for Long Term Disability shall be \$2083. The Company will offer at least one (1) supplemental LTD buy-up option.

ARTICLE 30. WORKERS' COMPENSATION

- 30.1** The Company will provide Full-time employees in this bargaining unit with workers' compensation benefits consistent with Company policy and applicable state law covering workers' compensation benefits for Frontier non-represented employees.
- 30.1.1** Employees shall make reasonable efforts to schedule workers' compensation appointments with medical providers (including therapy) during other than working hours. When this is not possible, they should be scheduled at times that will cause as little inconvenience to the employee's work tour as possible. Such appointments that are authorized by the Company's workers

compensation administrator may be approved for paid time by the employee's supervisor for a reasonable amount of time, not to exceed one (1) hour for local appointments or two (2) hours for out-of-town appointments. Paid time shall be limited to straight-time hours that occur during the employee's regularly scheduled tour.

- 30.2** To the extent that the Company chooses to materially and substantially change such a policy and the change(s) reduce the overall benefit for employees in the bargaining unit, the Company will provide the Union with advance notice of the change and the Union retains its legal right to request effects bargaining over the change.

ARTICLE 31. RATES OF PAY

- 31.1** The wage rates for bargaining unit employees in established job classifications working in or out of the work centers of Atmore, Monroeville and Camden, performing work covered by this Agreement, shall be as set forth herein under Appendix A for employees **hired into** this bargaining unit **on or before** April 29, 2018; and Appendix B for employees hired into this bargaining unit after April 29, 2018.
- 31.2** An employee will progress to the next higher step every twelve (12) months until he/she has reached top pay in the applicable schedule, subject to the following:
- 31.2.1** An employee's annual wage progression may be deferred for a period of six (6) months in individual cases where in the reasonable judgement of the Company the employee does not merit the increase. In the event an increase is to be deferred, the employee and the Union shall be notified at least fifteen (15) days prior to the commencement of the payroll period in which the increase would normally become effective and will be advised of the reason for the deferment. The date for the next scheduled increase shall be measured from the date the prior increase would normally have been granted had it not been deferred.
- 31.3** The effective date for progression increases shall be the beginning of the payroll period nearest the calendar date on which such increases are determined.
- 31.4** A newly hired or transferring employee who is initially advanced to a higher wage step as a starting rate under this Agreement will not be required to complete the total months of service associated with each wage step but will instead be advanced to the next higher wage step after each subsequent twelve (12) month period of service in this bargaining unit. After an employee has completed twelve (12) months at the sixty (60) month step under Appendix B, he/she will move to the then current sixty (60) month step under Appendix A.

Appendix A: Applies to employees **hired into** this bargaining unit **on or before** April 29, 2018.

Central Office Technician and Communication Technician

Appendix A					
	4/29/2021	5/1/2022	10/30/2022	4/30/2023	10/29/2023
		2%	1%	1.50%	1%
Start	\$ 23.81	\$ 24.29	\$ 24.53	\$ 24.90	\$ 25.15
12 Months	\$ 25.84	\$ 26.36	\$ 26.62	\$ 27.02	\$ 27.29
24 Months	\$ 28.88	\$ 29.46	\$ 29.75	\$ 30.20	\$ 30.50
36 Months	\$ 29.91	\$ 30.51	\$ 30.81	\$ 31.28	\$ 31.59
48 Months	\$ 31.95	\$ 32.59	\$ 32.91	\$ 33.41	\$ 33.74
60 Months	\$ 33.98	\$ 34.66	\$ 35.01	\$ 35.53	\$ 35.89

Appendix A (continued)				
	4/28/2024	10/27/2024	4/27/2025	10/26/2025
	1.50%	1%	1.50%	1%
Start	\$ 25.52	\$ 25.78	\$ 26.17	\$ 26.43
12 Months	\$ 27.70	\$ 27.98	\$ 28.40	\$ 28.68
24 Months	\$ 30.96	\$ 31.27	\$ 31.74	\$ 32.05
36 Months	\$ 32.06	\$ 32.38	\$ 32.87	\$ 33.20
48 Months	\$ 34.25	\$ 34.59	\$ 35.11	\$ 35.46
60 Months	\$ 36.42	\$ 36.79	\$ 37.34	\$ 37.71

Appendix B: Applies to any employee hired into this bargaining unit after April 29, 2018.

Central Office Technician and Communication Technician

Appendix B					
	4/29/2021	5/1/2022	10/30/2022	4/30/2023	10/29/2023
		2%	1%	1.50%	1%
Company discretion, but no less than:	\$ 17.50	\$ 17.85	\$ 18.03	\$ 18.30	\$ 18.48
12 months	\$ 20.39	\$ 20.80	\$ 21.01	\$ 21.32	\$ 21.53
24 months	\$ 22.53	\$ 22.98	\$ 23.21	\$ 23.56	\$ 23.79
36 months	\$ 25.07	\$ 25.57	\$ 25.83	\$ 26.21	\$ 26.48
48 months	\$ 26.81	\$ 27.35	\$ 27.62	\$ 28.03	\$ 28.31
60 months	\$ 29.99	\$ 30.59	\$ 30.90	\$ 31.36	\$ 31.67

Appendix B (continued)				
	4/28/2024	10/27/2024	4/27/2025	10/26/2025
	1.50%	1%	1.50%	1%
Company discretion, but no less than:	\$ 18.76	\$ 18.95	\$ 19.23	\$ 19.42
12 months	\$ 21.86	\$ 22.08	\$ 22.41	\$ 22.63
24 months	\$ 24.15	\$ 24.39	\$ 24.76	\$ 25.01
36 months	\$ 26.87	\$ 27.14	\$ 27.55	\$ 27.83
48 months	\$ 28.74	\$ 29.03	\$ 29.46	\$ 29.76
60 months	\$ 32.15	\$ 32.47	\$ 32.96	\$ 33.29

MEMORANDUM OF AGREEMENT
between
FRONTIER COMMUNICATIONS OF ALABAMA LLC/
FRONTIER COMMUNICATIONS OF THE SOUTH LLC
And
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 676

FOUR/TEN (4/10) PLAN

Frontier Communications, hereinafter referred to as the Company, and IBEW, Local Union 676, hereinafter referred to as the Union, agree that a four (4) day workweek, ten (10) hours a day, forty (40) hours per week, hereinafter referred to as the 4/10 Plan may be implemented. The 4/10 Plan will be implemented pursuant to the below-stated provisions. It is understood that the terms of this Memorandum take precedence over the principal Collective Bargaining Agreement between the parties.

The Company reserves the right based on business requirements, to determine the eligible job classifications and employee(s) assigned to the 4/10 Plan. Eligible employee(s) participation in the 4/10 Plan, however, is voluntary.

The Company will provide a copy of the 4/10 Plan to every employee who requests it and who participates in the Plan.

Overtime: Overtime shall be paid on the basis of time actually worked in excess of ten (10) hours per day, or forty (40) hours per week. All other overtime provisions in the principal Collective Bargaining Agreement will still be applicable.

Breaks & Lunches: The Company shall assign a one-half (1/2) hour for lunch during the middle three (3) hours of the ten (10) hour tour. Each employee shall be provided a fifteen (15) minute relief break during the first half of the tour, and a like relief break during the second half of the tour, provided the employee has worked or will work a minimum of two (2) hours in each half of the tour. An additional fifteen (15) minute relief break shall be assigned after the affected employee(s) has worked a minimum of eight (8) hours.

Vacation: Weekly vacation shall be paid on the basis of (40) hours per week and the employee's 4/10 schedule should not be changed to a 5/8 schedule.

Day-at-a-time vacation shall be paid up to ten (10) hours for each day-at-a-time vacation day, however, the employee will have ten (10) hours deducted from his/her vacation eligibility so that the total vacation paid does not exceed his/her eligibility.

Holidays: Weeks which contain an authorized Holiday, as prescribed in the Collective Bargaining Agreement, shall be changed from a 4/10 schedule to a 5/8 schedule.

Sickness Disability Benefits: Employees who are absent due to sickness while working on the 4/10 Plan will receive payment based on a ten (10) hour workday up to the maximum absent sickness eligibility.

Death in Family and Other Paid Absences: (Jury Duty, etc.): The affected employee's schedule may be changed from a 4/10 to a 5/8 schedule. However, payment may be made for up to ten (10) hours per day not to exceed the allowance authorized under the Collective Bargaining Agreement and/or policies of the Company.

Disputes: Any disputes arising out of the interpretation or application of the Agreement shall be administered pursuant to the negotiated grievance/arbitration procedure.

Frontier Communications of Alabama LLC
Frontier Communications of the South LLC

IBEW, Local Union 676

**Mike Kraskow, Manager, Field Labor Relations
for Robert J. Costagliola**

R. Dale Cope
Business Manager

Date

Date

MEMORANDUM OF AGREEMENT
between
FRONTIER COMMUNICATIONS OF ALABAMA LLC/
FRONTIER COMMUNICATIONS OF THE SOUTH LLC

And
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 676

JOINT SAFETY COMMITTEE

Frontier Communications and IBEW, Local Union 676, agree to establish a Joint Safety Committee consisting of equal representation from the Company and the Union. A minimum of two (2) management employees shall be appointed to the committee by the Company and two (2) bargaining unit employees shall be appointed to the committee by the Union.

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

This Memorandum of Agreement is effective on **May 1, 2022** unless otherwise specified in this MOA and shall expire at 11:59 p. m. on **April 25, 2026** and shall not survive the expiration of this MOA unless agreed to by the parties in writing.

Frontier Communications of Alabama LLC
Frontier Communications of the South LLC

IBEW, Local Union 676

**Mike Kraskow, Manager, Field Labor Relations
for Robert J. Costagliola**

R. Dale Cope
Business Manager

Date

Date