

Working Agreement

Between

**Communications Workers of America
AFL-CIO**



And

Frontier Telephone of Rochester, Inc.



Effective June 14, 2015 through June 13, 2018

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Underlined Text represents new/revised language incorporated in the Agreement as a result of
2015 Collective Bargaining Negotiations

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AGREEMENT

ARTICLE 1

THE COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as “the Union,” and FRONTIER TELEPHONE OF ROCHESTER, INC., hereinafter referred to as “the Company,” do hereby enter into the following Agreement as of 12:01 AM on June 14, 2015.

ARTICLE 2

Section 1 — Recognition of Union

1. As a means of inducing the Company to enter into this Agreement, the Union has represented and warranted, and does hereby expressly represent and warrant, that a majority of the Plant Service Department of the Company and employees of the Plant Engineering and Construction Department of the Company, excluding supervisory employees, are members of the Union and have designated the Union as the collective bargaining representative of all non-supervisory employees of the Plant Department of the Company (such employees being hereinafter designated as the “bargaining unit”), and have empowered the authorized representatives of the Union to bargain collectively and to enter and execute agreements with the Company with respect to rates of pay, wages, hours of employment, and other conditions of employment.
2. The Company does, therefore, hereby recognize the Union as the exclusive bargaining representative of the employees of the Plant Service Department and the Plant Engineering and Construction Department of the Company excluding supervisory employees, for the purpose of collective bargaining with respect to grievances, wages, hours of employment, working conditions and other conditions of employment.
3. It is understood that should a job classification listed in this paragraph be established and located within the jurisdiction of Frontier Telephone of Rochester territory covered by the terms of this Section, the Company will recognize the Union and negotiate with it regarding wages, hours, and terms and conditions of employment for employees in such classification(s). It is understood that the Company may employ individuals in such classification(s) and determine all such terms subject to and pending the results of said negotiations. The classifications are: Shop Tech, Bldg. Maintenance Mech., Line & Cable Recorder, Cable Chauffer, Utility Coordinator, Yard Attendant, Utility Worker, Chauffeur, Cable Splicer Helper, Shop Attendant, Apparatus Cleaner, Garage Attendant, Building Cleaner, Part-time Building Cleaner, Clerical Assistant.

Section 2 — Classification of Employees and Establishment of Wage Rates

1. The wage rates set opposite each classification of employees attached as **Appendix A** to this Agreement shall prevail during the life of this Agreement.
2. New job classifications with rate ranges applicable thereto may be established by the Company whenever it considers the same necessary. The Company shall, however, discuss the matter with the Union before the establishment of such new job classifications and rate ranges.
3. The question of the propriety of such new classifications as well as the question of whether or not the rate ranges applicable thereto bear a proper relationship to other established job rates in the bargaining unit may be submitted by the Union to arbitration.

Section 3 – Job Classifications and Their Primary Areas of Work Jurisdiction

- A. Effective with the 2007 Agreement, the job classifications enumerated in Subsection F below shall be established, and shall replace existing job classifications as set forth in Subsection F. Any existing job classification not addressed below shall be unaffected by Subsection F; however, the provisions of Subsections B, C, D, and E shall apply to all job classifications.

- B. The establishment of primary areas of work jurisdiction for the classifications set forth in Subsection F, and the existence of primary areas of work jurisdiction for all other classifications, does not preclude employees in any classification from being assigned, or from performing, any other work that is needed to complete a job in a single dispatch and/or work assignment, 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 single work assignment. (Examples for illustrative purposes: a Sales and Service Technician running a jumper to complete an order or repair; a Sales and Service Technician removing two or more loads, end section or bridge tap from ready access closures to complete a service or repair; Cable Splicers sending tone to complete a cable throw or replacement.)
- C. In order to complete a job in a single dispatch and/or work assignment, as provided for in Paragraph B, an employee who is assigned to, or performs, work that is normally performed by a different classification, may do so during the scheduled and nonscheduled hours of the classification and work groups that normally perform the work in question.
- D. "Working Up": When an employee performs work outside of his or her primary area of work jurisdiction that is normally performed by a classification or classifications on a wage schedule with a higher maximum wage rate, the employee will be paid for the time spent performing such work based on the wage schedule with the higher maximum rate, at the wage schedule step equivalent to the step the employee occupies on his or her wage schedule. "Working up" assignments will be limited to backfilling employees on vacation, absent, or in training, or to address temporary workload fluctuations. "Working up" assignments will not be used to circumvent the filling of a full-time vacancy with a permanent employee.
- E. The parties' overriding objective is to utilize all employees in a common sense manner to complete work, wherever possible, in a single dispatch or assignment, and to avoid the inconveniences to customers, operational inefficiencies, and overall competitive disadvantages associated with dispatching or assigning more employees than are needed to efficiently and safely complete a job. In addition, it is an objective of the parties to continue providing superior customer service, and enhance its competitive advantage by continuing to dispatch to the NID on all new high speed installation orders. During the term of this agreement, should a corporate objective or technological change have the potential to significantly alter this practice, the Company and the Union agree to meet and discuss such change. Changes related to the dispatching of new high speed installation orders can only be done by mutually agreement between the parties.

F. Job Classifications and Primary Areas of Work Jurisdiction

1. **Network Technician:** performs Central Office work and work on or involving any associated electronic equipment or facilities (*e.g.*, remote terminals, repeaters, doublers, and span terminal shelves) between the Central Office and the Network Interface Device, as well as work on or involving any associated customer-owned or provided electronic equipment or facilities. This classification encompasses all of the duties performed by employees in the following existing job classifications, and replaces these classifications: Central Office Installer, Switch Technician, Communications Technician (assigned to Carrier), PBX Technician, and Senior Frame Technician.

2. **Sales and Service Technician:** performs work on transmission facilities and equipment from the cable side of the Central Office Main Distribution Frame to and into the customer's premises, including work on customer-owned or provided equipment or facilities. This classification encompasses all of the duties performed by employees in the following job classifications, and replaces those job classifications: Telecom Specialist (I/R, Cable Maintenance and Repair), PBX Coin Technician, and Communications Technician (assigned to DSO).

3. **Cable Splicer:** performs construction splicing and related work involving new and replacement transmission facilities. This is an existing job classification that has been included to differentiate its primary area of work jurisdiction from that of the Sales and Service Technician.

4. **Building and Power Technician:** performs work on heating, ventilation, air conditioning, electrical, power, and similar systems utilized by the Company to operate its buildings and communications network. This classification encompasses all of the duties performed by employees in the following job classifications and replaces those job classifications: Senior Equipment Mechanic, Equipment Mechanic, and Switch Technician (assigned to Power).

5. **Desk Technician:** performs testing and maintenance work on network equipment/facilities to assist in eliminating customer-affecting network trouble.

G. Changes Associated with the Creation of New Job Classifications

1. Reclassification of Employees on the Payroll as of January 31, 2007: on the first Sunday following ratification of the 2007 Agreement, employees in the existing classifications covered by Paragraphs 1, 2, and 4 of Section F will be automatically placed into their new respective classifications without having to meet any minimum requirements for the new classifications.

2. The Company and Union recognize that the new job classifications will entail new job duties (or functions) that an employee may not have performed in the employee's current classification. If any employee is willing to make a reasonable effort to learn and perform the new duty or duties, the employee will not be terminated or demoted due to inability to satisfactorily perform those duties.

3. Placement of Employees into Administrative Groups: Employees shall be placed into administrative groups for purposes of scheduling vacation, setting up work schedules, and administering overtime (including the "pecking orders" for offering overtime opportunities) in accordance with the Appendix that follows. In addition, see the Addendum to this Article that follows the Appendix for additional provisions related to job classifications and work assignment.

APPENDICES FOLLOW ON NEXT 3 PAGES

APPENDIX: ADMINISTRATIVE GROUPS FOR TECHNICIAN TITLES

Classification	Vacation Schedule	Work Schedule	Overtime	Callouts ***	Pecking Order
Power & Building Tech	1 list 20% min off	1 Schedule	1 - 5 Sr. EM	Same as OT	No Pecking
	1 list 20% min off	1 Schedule	1 - 3 Power Techs	Same as OT	No Pecking
Cable Splicer- Suburban east/west	1 list - 20 % min off	1 Schedule	1 list	Same as OT	Sub> Metro
Cable Splicer - Metro east/west	1 list - 25 % min off	1 Schedule	1 list	Same as OT	Metro> Sub
Line/Splice Tech Sub east/west	1 list - 20 % min off	1 Schedule	1 list	Same as OT	Sub> Metro
Line/Splice Tech Metro east/west	1 list - 20 % min off	1 Schedule	1 list	Same as OT	Metro> Sub
Network Tech -Switch	1 list - 25 % min off	1 Schedule	2 list- E,W	C.O>Quad	E/W/Systems>W/E/Systems
Net Tech - Ply/Fitz Switch Tech Sys	1 list - 20 % min off	1 Schedule	1 list	Same as OT	Single Pecking Order
Net Tech - Carrier	2 lists - 20% min. off Alt. Senior	3 - Schedules	3 list - D,E,N	Same as today	Day Tour- Evening, Night Evening Tour - Day, Night Night Tour - Day, Evening
Network Tech - PBX Tech	1 list - 20 % min off	1 Schedule	1 list	Same as today	PBX>Net.Tech/Carr.Com Tech
Network Tech - C.O. Installers	1 list - 20 % min off	1 Schedule	1 list	Same as OT	No Pecking
Sales & Service Tech - Metro East *	1 list - 25% min off	1 Schedule	1 list	Same as OT	ME>MW>SE>SW
** Sales & Service Tech - Metro West *	1 list - 25% min off	1 Schedule	1 list	Same as OT	MW>ME>SW>SE
Sales & Service Tech - Sub. East *	1 list - 25% min off	1 Schedule	1 list	Same as OT	SE>SW>ME>MW
Sales & Service Tech - Sub. West *	1 list - 25% min off	1 Schedule	1 list	Same as OT	SW>SE>MW>ME

Extended Pecking Order for Sales & Service Tech

5. Sales & Service Techs assigned to Stakeout (Permanent)
6. Sales & Service Techs assigned to Air Pressure
7. Non-quals
8. Temps
9. Sales & Service Techs assigned to Coin
10. Cable Splicers
11. Line/Splicer Techs
12. Network Techs

* When an evening shift is in effect, the evening Sales & Service Techs will be on a separate overtime list.

** The Stone Street Central Office is included in the Metro West quadrant for vacation, work, and overtime schedules.

*** "Same as OT" means same administrative group as used for non-callout overtime, but separate call-out list.

**** Network Tech-Switch: East and West boundaries are defined by the combination of former Metro East/Suburban East and Metro West/Suburban West as defined in the 2011 CBA

APPENDIX: ADMINISTRATIVE GROUPS FOR TECHNICIAN TITLES

Classification	Vacation Schedule	Work Schedule	Overtime	Callouts ***	Pecking Order
Sales & Service Tech - Stakeout ME	1 list - 20% min off	1 Schedule	1 list	Same as OT	Primary in area of Stakeout
				Same as OT	Primary in opposite side of territory
				Same as OT	Primary in sub. territories by territory
				Same as OT	Stakeout Backups by territory
Sales & Service Tech - Stakeout MW	1 list - 20% min off	1 Schedule	1 list	Same as OT	Primary in area of Stakeout
				Same as OT	Primary in opposite side of territory
				Same as OT	Primary in sub. territories by territory
				Same as OT	Stakeout Backups by territory
Sales & Service Tech - Stakeout SE	1 list - 20% min off	1 Schedule	1 list	Same as OT	Primary in area of Stakeout
				Same as OT	Primary in opposite side of territory
				Same as OT	Primary in Metro territories by territory
				Same as OT	Stakeout Backups by territory
Sales & Service Tech - Stakeout SW	1 list - 20% min off	1 Schedule	1 list	Same as OT	Primary in area of Stakeout
				Same as OT	Primary in opposite side of territory
				Same as OT	Primary in Metro territories by territory
				Same as OT	Stakeout Backups by territory
Sales & Service Tech - Air Pressure	1 list - 20% min off	1 Schedule	1 list	Same as OT	AP Qualified>ME or MW depending on where work is to be done>then to SE or SW depending on where work in metro is to be done >Stakeout> non- quals>temps
Sales & Service Tech - PBX Coin	1 list - 20% min off	1 Schedule	1 list	Same as OT	No Pecking
<u>Desk Technicians -CPE</u>	<u>1 list - 20% min off</u>	<u>1 Schedule</u>	<u>1 list</u>	Same as OT	CPE Q, NQ, Temp, Metro E Q, NQ,Temp
<u>Desk Technician-METRO-E</u>	<u>1 list-20% min off</u>	<u>1 Schedule</u>	<u>1 list</u>	Same as OT	Metro E Q, NQ, Temp, CPE Q, NQ, Temp
Garage Mechanics	1 list - 20% min off	1 Schedule	1 list	Same as OT	No Pecking

Note on Vacation Schedule Percentages:

The percentages appearing on this chart are based on group size as of June 2015, and may change in the future if the group size changes (see article 15, section 4)

APPENDIX: ADMINISTRATIVE GROUP FOR CLERICAL TITLES

Group #	Work group names	Position Title	OT Groups	# Work schedules	# of Vacation Schedules	New Title	Wage Table	OT Groups	# of Proposed Work schedules	(1) # of Proposed Vacation Schedules
1	Construction Facility Coordinators	Facilities Coordinator	1	1	1	Communications Coordinator I	4	1	1	1
2	Supplies Coordinator	Supplies Coordinator	1	1	1	Communications Coordinator II	9	1	1	1
	Supplies Coordinator	Supplies Coordinator	1	1	Communications Coordinator II					
	Supply Coord. Switch and Frame	Supplies Coordinator	1	1	Communications Coordinator II					
3	Engineering Outside Plant Clerks	OSP Clerks	1	1	1	Communications Coordinator III	13A	1	1	1
	Property Damage Coordinator	Property Damage Coord.	1	1	1	Communications Coordinator III				
	Right-Of-Way Coordinator	Right-of-Way Coord.	1	1	1	Communications Coordinator III				
4	Office Clerk - Grp 1	Office Clerk Grp 1	1	1	1	Communications Clerk	28	1	1	1
	Switch and Frame Level 4 Clerks	Special Clerk - Grp 1	1	1	1	Communications Clerk				
5	Buried Wire Clerks	Special Clerk - Grp 1	1	1	1	Communications Clerk	28	1	1	1
	Construction Level IV Clerks	Special Clerk - Grp 1	1	1	1	Communications Clerk				
	CPR Clerks	Special Clerk - Grp 1	1	1	1	Communications Clerk				
6	POTS - LAC Clerks (Includes Delays)	Specialist	1	1	1	Communications Clerk	28	1	1	1
	Recent Change Verification (Includes Delays)	Specialist	1	1	1	Communications Clerk				
7	Level IV - Carrier Provisioning Clerks	Special Clerk - Grp 1	1	1	1	Communications Clerk	28	1	1	1
	POTS - Installation Clerks	Special Clerk - Grp 1	1	1	1	Communications Clerk				
	Special Services Installation Level IV	Special Clerk - Grp 1	1	1	1	Communications Clerk				
	Repair Answer (1)	Sr. Repair Service Clerks	1	1	1	Communications Clerk	28	No Change	No Change	No Change
8	Time Reporting Clerks	Special Clerk - Grp 1	1	1	1	Communications Clerk	28	No Change	No Change	No Change
9	Level IV - Coin	Special Clerk - Grp 1	1	1	1	Communications Clerk	28	No Change	No Change	No Change
10	Lisa Speciale	Special Clerk - Grp 1	1	1	1	Communications Clerk	28	No Change	No Change	No Change
11	Motor Vehicle - Level IV	Special Clerk - Grp 1	1	1	1	Communications Clerk	28	No Change	No Change	No Change
13	Repair Dispatch	Sr. Repair Service Clerks	2	2	2	Communications Clerk	28	No Change	No Change	No Change
14	Repair Service Clerks - Special Services	Sr. Repair Service Clerks	1	1	1	Communications Clerk	28	No Change	No Change	No Change
Note: (1) Subject to implementation of Call Center Consolidation Initiative										

ADDENDUM A TO ARTICLE 2

Miscellaneous Provisions Related to Job Classifications

Note: The following provisions related to certain job classifications were previously set forth in Article 33 and were consolidated in this Addendum during 2007 negotiations as part of better organizing provisions relating to job classifications.

A. Creation of Line/Splice Technician

Create new classification called Line/Splicer Technician as a Table 1 wage rate.

No one assigned to the Line/Splicer Technician classification shall be removed from the classification solely due to their inability to perform all of the functions, provided the employee has demonstrated reasonable effort to perform all of the functions associated with a Cable Splicer position. The primary function of their position will be line work but employees may be required in addition, to perform the duties of a Cable Splicer.

Effective after ratification, new employees assigned to the Line/Splicer classification must demonstrate that they have the ability to perform both the line and splicing work.

Employees classified as Line/Splicer Technician will be on their own work, vacation and overtime schedule

B. Employees classified as Line/Splicer Technician and Cable Splicer may be assigned the following job functions, in addition to their normal job functions, without regard to seniority or transfer procedures:

1. Inside Reconcentrations (i.e., a reconcentration of facilities from one cable to another that physically takes place within a building).

C. Air Pressure Work

If a Sales and Service Technician selects the opportunity to complete Air Pressure assignments, the employee must commit to performing Air Pressure work through the date that falls twelve (12) months from the date of the employee's initial move to Air Pressure.

D. Stake-Out Work

Employees who are assigned to stake-out will carry the Sales and Service Technician title, and will be on a Monday through Friday work schedule.

E. Technicians Working After Dark

It is recognized that in some work situations that occur after dark, an employee may determine that a second individual is needed for assistance on the job. In those cases, the following may occur:

1. A second technician will be dispatched to assist the employee.
2. The employee will attempt to provide service through an alternative means, even if it results in the temporary restoration of service.
3. The employee will be directed to leave the job site, and may be given another job if time permits.

4. In those cases when an employee perceives him/herself to be in personal danger, the employee is to remove him/herself from the dangerous situation and immediately contact the appropriate party.

F. Network Technicians and Building and Power Technicians -- Performance of Power Routines

The following duties are primarily performed by Network Technicians, but may also be performed by Building and Power Technicians:

1. Batteries – Annual cleaning of posts and straps, and maintenance of battery racks.
2. Batteries – Monthly voltage and gravity readings on all cells for each string. Insure proper water level on wet cells. Inspect for leaks, corrosion, and any other physical damage.
3. Ring Machine – Weekly transfer ring machine from position 1 to 2. Insure transfer circuit operates properly.
4. Emergency Lighting – Monthly verification of 48 volt emergency lighting circuits and light bulbs.
5. Air Dryers – Daily readings of cable air flow pressure.
6. Air Dryer Filters – Quarterly (3 month routine) air filter replacements.
7. CO Diesel Generator – Weekly inspection for fluid leaks, coolant level, oil level, and fuel level.
8. CO Diesel Generator – Weekly insure that automatic run times are operating properly.
9. CO Diesel Generator - Monthly gravity and battery cell voltage reading.

Sales and Service Technician Classification

Note: This is not a formal or negotiated job description, is not intended to be all inclusive, and may be changed at the Company's discretion.

Minimum Requirements

- Able to carry and handle a 75 lb. Ladder on uneven ground
- Knowledge of basic electricity
- Not color blind
- Able to stand/sit/kneel for extended periods of time.
- Able to work outdoors in all weather, any time of day.
- Willing to work overtime.
- Able to work aloft, underground, and in confined spaces

- Must have a valid New York State driver's license, and any other license that may be required by law.
- Strong verbal skills and written communication skills.

Desired Qualifications -- include but are not limited to:

- Skilled in the Installation & Repair of customers' service from the terminal, up to and including the customer premise equipment.
- Familiar with Ready Access closures.
- Ability to test wire/cable conditions using a meter.
- Working knowledge of the Public Switched Telephone Network
- Certification in basic electricity.
- Basic or advanced knowledge of High Speed Internet service and equipment, including basic or advanced computer skills, and installation/maintenance of the service.
- Experience with customer service, especially in person
- Perform such other duties as are required by the position.

General Description of Duties (not intended to be all inclusive)

- Performs outside plant installation, maintenance and troubleshooting
- Applies techniques to open and close outside plant cables and wiring
- Installation and maintenance of all sealable cases and/or ready access closures
- Test wire/cable and equipment conditions using any company provided test equipment to include, but not be limited to H.S.I. test equipment (Sunrise, etc), ISDN test equipment, and other equipment used on sub T1 high speed circuits.
- Works on customer provided equipment
- Works on services provided to customers including High Speed Internet service and related equipment, including prequalification of facilities and installation/maintenance of the service
- Works on computers and associated equipment
- Deals with customers and co-workers in a professional manner on a regular basis
- Works on Public Coin Operated Telephones, enclosures and appurtenant hardware.

- Engages in sales and sales referral activities related to Company products and services
- Operates Company vehicle
- Performs such other duties as may be required by the job

Building and Power Technician Classification

Note: this is not a formal or negotiated job description, is not intended to be all inclusive, and may be changed at the Company's discretion.

Minimum Requirements

- Able to carry and handle a 75 lb. Ladder on uneven ground
- Working knowledge of AC/DC electricity
- Universal Refrigerant License – EPA approved
- Able to stand/sit/kneel for extended periods of time.
- Able to work outdoors in all weather, any time of day.
- Willing to work overtime.
- Able to work aloft, underground, and in confined spaces
- 3rd Class stationary engineer license (also known as 3rd Class Operating Engineer's License)
- Must have a valid New York State driver's license, and any other license that may be required by law.
- Strong verbal and mechanical/electrical problem solving skills.

Desired Qualifications -- include but are not limited to:

- Experienced in operation, maintenance, and repair in one or both of the following:
 - Electrical power distribution systems including rectifiers, inverters, converters, UPS, generators, turbines, stationary batteries, stand by generators, automatic transfer switches, and air dryer systems.
 - HVAC, centrifugal chiller plants, cooling towers, low pressure steam boilers, and steam distribution systems, fire alarm, fire suppression systems, and pneumatic controls
- Manufacturer course certification on any of the equipment listed above
- Electricians License and Refrigeration Services Engineers (RSES) Training

- College level course work in AC/DC theory
- OSHA certification(s)
- NFPA certification

General Description of Duties (not intended to be all inclusive)

- Operates, maintains, and repairs electrical power distribution systems
- Operates, maintains, and repairs stand by generators
- Operates, maintains, and repairs air dryer systems
- Operates, maintains, and repairs HVAC, centrifugal chiller plants, cooling towers, low pressure steam boilers, and steam distribution systems
- Operates, maintains, and repairs Fire alarm, fire suppression systems, and pneumatic controls
- Works on computers and associated equipment
- Operates Company vehicle
- Performs such other duties as may be required by the job

Network Technician Classification
(updated in 2011 negotiations)

Note: This is not a formal or negotiated description, is not intended to be all inclusive, and may be changed at the Company's discretion.

Minimum Requirements

- Proficient in Computer Skills
- Able to work overtime, holidays & weekends
- Carry & handle a 75 lb. ladder on uneven ground
- Valid NYS Drivers license, and any other license that may be required by law.
- Strong verbal & problem solving skills
- Able to work aloft, as well as in confined spaces
- Willing to work overtime.
- Understanding of Basic Electronic principles
- Understand Basics of T1 & above technology
- IP knowledge (LAN/WAN design)

- Understanding of basic OSP design (Copper/Fiber)
- Read, understand, and operate digital test gear, e.g., T-Berd 107A, Sunrise Electrodata
- Successfully pass AC/DC & technical aptitude test

Desired Qualifications –include but not limited to:

- Introductory CCNA
- Certification in basic electricity

General Description of Duties (not intended to be all inclusive)

- **Maintains and repairs network equipment**

This Includes but is not limited to:

- Class 5 switching equipment
- SS7/STP equipment
- Voice Mail equipment
- Voice over IP equipment and systems
- NORTEL optical equipment and ATM equipment
- TELLABS 3/1 DACS
- TELLABS 1/0 DACS
- LUCENT PSAX optical equipment
- CISCO optical equipment
- CISCO, ADTRAN, and ACTELIS Ethernet equipment
- DSL network equipment
- CALIX standalone equipment
- FUJITSU optical equipment
- T1 shelves e.g. CAC, ADTRAN
- DDM 1000 & 2000 optical
- NEC 1840
- ADTRAN optical
- BTI DWDM optical equipment

- **Configure and Operate Test Equipment**

- This includes but is not limited to:

- H.S.I. test equipment (Sunrise, etc)
- ISDN test equipment
- DS0 and DS1 test equipment

- **Wiring Work**

This includes but is not limited to:

- Running jumpers
- Wire wrap, solder, punch-down blocks etc.

- **Preventative Maintenance Work**

This includes but it is not limited to:

- Testing batteries
- Maintaining battery water levels
- Documenting performance of back-up generators
- Performing software backups in equipment
- Fujitsu data base backups
- Filter/Fan replacements on various optical equipment
- Test & verify fiber protect paths for various optical equipment

ARTICLE 3

Section 1 — Contract Work

1. The Company subscribes to the principle of bargaining unit work for bargaining unit employees and will not contract out work presently and regularly done by employees for the sole purpose of decreasing the available work for employees in the bargaining unit. Furthermore, in the event of a jurisdictional dispute between the Union and any other labor organization as to the performance of work of the type presently and regularly done by the employees of the bargaining unit, the Company will favor the performance of such work by the employees in the bargaining unit.

ARTICLE 4

Section 1 — Notification of Authorized Representatives

1. The Company will notify the Union in writing of authorized representatives by providing the following:
 - a. Every three months a revised copy of the Corporate Organization Charts.
 - b. Written notification of any organization changes that occur prior to supplying organization charts.
2. The Union agrees to furnish to the Director of Industrial Relations and appropriate Department Heads a list of all Stewards, Vice Chairman, Chairman, Officers and other bona fide representatives of the Local in the following manner:
 - a. Every three months an up-to-date listing of those people stated above.

- b. Written notification of any amendments as they occur. It further agrees that only those individuals included on that list will be authorized to present grievances, effect grievance settlements, or represent the Union during Union Management meetings in any official capacity consistent with Article 21, Section 3, Paragraph 9.
3. Within any given month, the Company or the Union may amend their respective lists through verbal notification.

Section 2 — Meetings between Company and Union Representatives

- 1 Meetings between representatives of the Union and representatives of the Company on all matters except grievances shall be held at the request of either party at times mutually agreed upon.
2. The Company agrees to pay grievance committee members (not exceeding six (6) in number) for time spent in handling grievances. It is understood that such a grievance committee would consist of only that number of members that would be reasonably required to handle the grievance. Only the time spent that falls within regular working hours shall be paid for, and such payment shall be at the employees' regular hourly base rate plus shift differentials, if any.
3. The Company agrees to excuse, with pay, up to three (3) members of any negotiating committee for the time required during regular working hours for meetings with the Company for the purpose of negotiating a successor to this Agreement.
4. Local Union representatives who find it necessary to spend time during working hours in the Plant investigating grievances or potential grievances, or in grievance meetings with the Company shall first obtain permission from their immediate supervisor and shall state in writing the general nature of the grievance or potential grievance to be investigated. The Company will pay for up to one hundred and ninety days (190) work days per calendar year for time spent by Union Representatives investigating grievances, provided that, with the exception of the Union's designated Grievance Coordinator (who may be only two individuals in a calendar year), no one employee will be paid for more than a total of ten (10) work days per calendar year for grievance investigation time. Grievance investigation time must be taken in either full days or, with travel time included, half-days (only the first half or the second half of the day). Once the limit on the number of total or individual paid hours per calendar year specified in the preceding sentence is reached, time spent investigating grievances by union representatives as a whole, or by an individual employee, respectively, will not be paid by the Company. This limit shall not apply to time spent by Union Representatives at grievance meetings with representatives of the Company.
5. When meetings are requested by the Company with representatives of the Union, the Company shall advise the Union of the general nature of the matters to be discussed.

ARTICLE 5

Section 1 — Agency Shop

1. Within thirty (30) days after ratification or within thirty (30) days after employment, each employee shall, as a condition of employment, pay or tender to the Union an amount equal to the periodic Union dues until the termination of this Agreement. Employees separated* from the bargaining unit shall within a thirty (30) day period after return to the bargaining unit as a condition of employment pay or tender to the Union an amount equal to the periodic Union dues until the termination of the Agreement.

* Includes: Transfers out of the bargaining unit
Removal from the payroll of the Company
Leaves of absence of more than one month duration

(Does not include pre-pension leaves)

2. The Company shall inform employees and applicants for employment of their rights and obligations under the provisions of this Article.

Section 2 — Collection of Union Dues

1. The Company shall deduct regular Union dues and initiation fees from the wages of those employees in the bargaining unit who authorize such deduction in writing during the life of this Agreement or during any other periods when there is in existence a collective bargaining agreement between the Company and the Union, unless said authorization shall be theretofore revoked as hereinafter provided in such amounts as are specified by the Union, and shall forward monthly to the Union the amount so deducted. In the event that the Union shall, in accordance with its Constitution and By-Laws, increase or decrease the dues or the initiation fee, the Union shall notify the Company in writing to that effect and the Company will deduct union dues or initiation fee accordingly. The form of each individual authorization shall be as follows:

(Last Name)

(P.R. No.)

AUTHORIZATION FOR
PAYROLL DEDUCTIONS
OF UNION DUES PAYABLE TO
COMMUNICATIONS WORKERS OF AMERICA

"To the Frontier Telephone of Rochester
Rochester, New York

I hereby authorize Frontier Telephone of Rochester to deduct from my pay and pay over to the Secretary Treasurer, Communications Workers of America, or his authorized agent, the following:

(1) The regular monthly membership dues in said Union, provided if such dues are increased or decreased by revision of the Constitution and By-Laws of said Union, such increased or decreased amount shall be deducted upon due notice to the Company from the Union thereof.

(2) A single initiation fee if applicable in said Union. It is understood that this authorization shall continue during such periods, as there is in existence a collective bargaining agreement between the Company and the Union unless revoked by me in accordance with such agreement.

It is also understood that the Frontier Telephone of Rochester will cancel authorized deductions upon my transfer to a job not covered by the then collective bargaining agreement between the Company and the Union.

It is understood that if the authorized amount cannot be deducted from my pay for the designated payroll period in any such month designated in the said collective bargaining agreement, it may be deducted from a subsequent payroll period in accordance with the then current collective bargaining agreement between the Company and the Union.

It is understood the Frontier Telephone of Rochester assumes no responsibility in connection with the above deductions except that of forwarding monies deducted to the designated officer of the Union.

This authorization cancels as of its effective date any previous authorization for payroll deductions for dues which I have heretofore given."

Date: _____, 20____

(Signature of Employee)

2. Any employee having authorized such deductions may revoke said authorization by notifying the Company in writing of such revocation and in such event the Company shall discontinue said deductions as of the month following the receipt of such revocation. The Company will furnish to the Union a record of any such revocation within forty-eight (48) hours of its receipt by the payroll department.
3. Deductions made in accordance with foregoing provisions hereof shall be made weekly commencing the month following that in which authorization is received by the Company. No deduction shall be made, however, in any week if the employee's net earnings, after deducting Social Security taxes, withholding

taxes, and any other sums customarily deducted, are insufficient to cover the full amount of such deduction; however, the proper deduction shall be made from the next weekly pay check which is sufficient to cover the full amount thereof, but deferment of the deduction shall not be made for a period of longer than two (2) weeks, at which time the particular deduction shall become null and void, and the Company shall not be responsible therefore to the Union. In such event, the Union shall be notified of the facts of the particular case.

4. The Company and the Union shall work out a mutually satisfactory agreement by which the Company shall furnish the Union monthly with records of those for whom such deductions have been made together with the amounts of such deductions.
5. The Union agrees to indemnify and save the Company harmless from any and all manner of claims, demands, suits, actions, or other forms of liability which may arise against it on account of the deduction of Union dues hereunder and the paying over of the same to the Union in accordance with the provisions hereof.
6. The Company agrees to provide the Union with a maximum of three payroll deduction spaces for a combination of the following purposes:

Charity	Health and Welfare Fund
Building Fund	Pension Fund
PAF (Political Action Fund)	

Specific options under the above spaces are to be noted on the payroll deduction authorization card. The Company will forward to Local 1170 a print-out and the dollar amount on a monthly basis. On the multi-purpose space the Company will forward to the Union the one total dollar amount for each employee.

The Union agrees to the same “hold harmless” provision as stated under Paragraph 5 of Section 2 of this Article.

Section 3 — New Employee Orientation

1. The President of Local 1170 or designated representative will arrange with the supervisor to meet with newly-hired employees as part of the overall orientation process for the purpose of furnishing them with information about the Union. The meeting will be limited to a maximum of thirty (30) minutes and may be coupled with a relief or lunch period. Time spent during the basic scheduled work period for each employee will be paid as time worked.

Section 4 – Indemnification

1. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability, that arise out of the deduction of the Agency fee or Union dues from the pay of any employee and transmission of same to the Union or the termination of employment of any employee by the Company at the request or upon the demand of the Union under the provisions of this Article.

ARTICLE 6

Section 1 — Discrimination

1. The Company agrees that membership in the Union or any proper Union activity on behalf of the Union will not interfere with an employee’s advancement in the Company or his continuity of employment. The Company recognizes the right and privilege of the Union to carry on proper organizing drives and Union membership drives and will not interfere with the same, but the Union agrees to confine such activities and membership drives to time outside of working hours.
2. No employee shall in any way suffer any reduction in wages due solely to the enactment of this Contract. All rights and privileges contained within this Agreement and in any Memoranda of Agreement and Letters of Intent between the parties not specifically altered, amended or deleted by this Agreement shall continue with the same effect as if this Agreement had not been executed.

Section 2 — Non-discrimination

1. The Company and Union support all applicable federal, state, and local laws and regulations prohibiting discrimination in regard to equal employment opportunity.
2. The use of either the masculine or feminine gender throughout this Agreement shall be construed as including both genders and not as a sex limitation.

ARTICLE 7

Section 1 — Bulletin Boards

1. Bulletin boards shall be furnished, installed and maintained by the Company in locations on Company premises approved by the Company and accessible to employees in the bargaining unit for the posting of notices relating to Union affairs. The size and type of bulletin boards shall be in accordance with specifications approved by the Company. Notices shall be of non-controversial matters and shall be subject to previous approval by the representative of the Company, except that notices of meetings need not be approved which specify only the time, place and purpose of the meeting.

ARTICLE 8

Section 1 — Leaves of Absence for Union Representatives — Less Than Thirty Days

1. The Company will grant reasonable leaves of absence to employees selected by the Union to perform Union business or to attend Union meetings insofar as dictated by past practice. The Local's President or designated officer shall notify the appropriate Plant Manager in accordance with past practice. Such leaves of absence shall be for less than thirty days and shall be without pay.

Section 2 — Re-Engagement Following Incidental Absence for Union Meetings

1. A Union representative, upon return from excused absent time or leave of absence for Union meetings, shall have the same right of employment that he would have had if he had not been absent on such leave of absence.
2. Any leave of absence granted to an employee in accordance with the terms of this Article to attend Union meetings shall not prejudice such employee's rights and benefits under existing agreements as well as his eligibility for pensions, disability and death benefits. Upon the expiration of such leave of absence such employee shall be allowed full credit for his period of absence in computing his net credited service for all purposes and shall receive wages at the same rate which he would have received if he had not been on such leave of absence.
3. No occupational or physical examination shall be established as a prerequisite of any employee's restoration to full rights of employment under this Article 8.

ARTICLE 9

Section 1 — Leaves of Absence for Union Representatives — Thirty Days or More

1. An employee selected by the Union to perform Union business (whether for the local or the national Union) for an extended period of time requiring the employee's absence from regular duties with the Company shall be granted a leave of absence without pay upon request subject to conditions hereinafter stated.
2. The maximum number of employees who may be granted such leave of absence shall not exceed two (2) at any one time, except that two additional employees may be granted a leave of absence under this Article to perform community service under the auspices of Local 1170. Such additional leaves of absence shall be granted with the mutual approval of the type of community service. Each such leave of absence shall be for a period of not less than thirty (30) calendar days nor more than six (6) months with the privilege of

renewing such leave for additional periods of time. The total period of such leaves granted pursuant to this Article to any one employee during his service life with the Company, whether such period is continuous or intermittent, shall not exceed a total of fifteen (15) years.

3. The period of any such employee's absence on leave shall not constitute a break in net credited service in such employee's service life for a maximum total of fifteen (15) years of any such leave or leaves of absence, whether such leave is continuous or intermittent during the length of service of any one employee with the Company, but shall be counted in determining the employee's net credited service or the number of years of employment and only a maximum total of thirty (30) days of any such leave or leaves of absence, whether such leave is continuous or intermittent during the length of service of any one employee with the Company, shall be counted as service upon which such employee's wage progression is based.
4. (a) An employee on a leave covered by this Article to perform Union business for the local Union may elect to enroll in coverage under the Frontier medical plans available to employees in the bargaining unit, subject to paying the applicable employee contribution towards the premium or premium equivalent (see Article 23, Section 9) on a monthly basis (by check or other arranged means). There will be no flex credit (dollar) allotment beyond the allotment for medical coverage and Supplemental Life; remaining flex credits may not be used for any other purpose.

(b) An employee taking a leave covered by this Section may elect to continue coverage under Frontier's Basic and Supplemental Life Insurance and Dependent Life Insurance, subject to paying the applicable premiums on a quarterly basis, provided the contract then in place with the insurer allows continuing coverage during an individual's union leave of absence. In the event the contract does not allow, or no longer allows, such coverage, the employee will be notified in writing and may then elect to convert the existing coverage to an individual policy with the the current insurer, if the "individual conversion" option is offered by insurer, or to secure alternate life insurance coverage. In the event the employee dies during the period of such employee's leave of absence, and subject to the limitations set forth above and any other terms and conditions of the plan, such employee's qualified dependent or dependents, as the case may be, shall be entitled to receive the proceeds from Frontier's Basic and Supplemental Life Insurance policy.
5. Upon the expiration of such leave of absence the employee shall be entitled to resume employment in the same job in which such employee was engaged last prior to such leave, or in a similar job, except in the case of obvious physical or mental disability, unless such employee would have been laid off under provisions of Section 1, Article 11, if such employee had not been on leave of absence. If the employee is entitled to and resumes such employment, such employee shall receive the wage rate provided for such employee's service, as determined by Paragraph 3 of this Section, by the wage progression schedule then in effect and applicable to the title classification of such employee.
6. In the event an employee becomes ill during the first thirty (30) days of such leave to the extent he is unable to resume employment with the Company and furnishes a medical certificate as evidence thereof, such employee shall be re-employed and placed on the sickness disability payroll, and the first day of such re-employment shall be considered as such employee's first day of absence because of sickness.
7. Company-paid Basic Long Term Disability (LTD) coverage at 50% will be provided to the employee on a leave covered by Section 4 above, provided the contract then in place with the insurer allows continuing coverage during an extended union leave of absence. In the event the contract does not allow, or no longer allows, such coverage, the employee will be notified in writing and may then elect to convert the existing coverage to an individual policy with the current insurer, if the "individual conversion" option is offered by insurer, or to secure alternate LTD insurance coverage. Eligibility for LTD and payment of LTD benefits will be based on the terms of the LTD Plan then in effect, including but not limited to meeting the applicable sickness disability waiting period requirements. However, except as provided in Paragraph 6 above, the employee is not eligible for Company sickness disability coverage.
8. An employee on a leave covered by Section 4 above may participate in any sales and sales referral incentive programs offered by the Company, and will participate in the payout for the Team Bonus Performance Plan (Article 33) and is eligible to participate in the Sales Bonus Plan (*Sales Referral Incentive Program - Take The Lead Letter of Intent*).

ARTICLE 10

Section 1 — Definition of Seniority

1. Seniority shall be determined by the amount of net credited service of the employee.
2. When two (2) or more employees have the same seniority date, seniority shall be applied in inverse alphabetical order (with Z being the most senior) for any and all matters for which seniority applies, excluding vacation selection.
3. Net credited service shall mean the employee's continuous length of service with the Company including any bridged periods of previous service. Such service will include any credited service that was lost by any employees due to the 1961 and/or the 1974-75 strike.
4. When an employee has five (5) continuous years of service, after one or more breaks in the continuity of his previous service, all previous periods of service shall be bridged and credited to the employee's seniority, provided the break or breaks occurred following the completion of an initial period of at least six (6) months.
5. The following shall constitute a break in the continuity of service:
 - A. Voluntary quitting.
 - B. Discharge for just cause.
 - C. Failure to report for work within a reasonable time (two (2) weeks under normal circumstances), and failure to signify intention to report for work within three (3) days after receipt of notification to report following layoff due to lack of work.
 - D. Absence due to layoff in excess of the following time limits:
 - Employees with less than two (2) years or more service at time of layoff..... 6 months*
 - Employees with two (2) years or more service at time of layoff..... 2 years*The period of any such layoff not in excess of said limits shall not constitute a break in service, but when the total absence exceeds six (6) months in any twelve (12) consecutive months, the entire period of the last absence which extended the total absence beyond such six (6) months in any twelve (12) consecutive months shall not be counted for the purpose of determining an employee's net credited service, and all subsequent periods of such absences shall not be counted until the employee has been continuously employed for a period of twelve (12) consecutive months.
 - E. Except as provided in Article 9, Section 1 and in Paragraph (F) below, absence for any other reason in excess of two (2) weeks unless a leave of absence is granted.
 - F. Absence due to sickness or injury shall not constitute a break in service provided employment is not terminated, but the period of any such absence which is in excess of the following time limits shall not be counted for the purpose of determining an employee's net credited service. Successive periods shall be counted together as one (1) period except that any absence occurring after an employee has been continuously engaged in the performance of duty for 30 consecutive calendar days shall be considered a new absence.
 1. Absence due to sickness or off-duty injury:
 - Employees with less than two (2) years service 30 Days*
 - Employees with two (2) or more but less than five (5) years service 13 Weeks*
 - Employees with more than five (5) years but less than ten (10) years service... 26 Weeks*
 - Employees with more than ten (10) years service 52 Weeks*
 2. Absence due to on-duty injury:
 - Total disability — Entire period of disability.*
 - Partial disability — Entire period of disability not to exceed six (6) years.*

Section 2 — Seniority Rights

1. Seniority shall be the determining factor in matters affecting layoffs in cases of reduction of a working force and rehiring after lay-offs to the extent and limitations as set forth in Section 1 of Article 11. Seniority shall be the determining factor in matters affecting the assignment of hours, vacations and voluntary and involuntary transfers insofar as service requirements will permit. Whenever used in this Agreement, “service requirements” means such service requirements as determined by the Company, but such determination shall be subject to the grievance procedure set forth in Article 21 hereof and the arbitration procedure set forth in Article 22.
2. A promotion within the bargaining unit shall mean reassignment to a job classification or schedule having a higher maximum rate or top basic rate. Reassignment to a different job having the same maximum, or top basic rate is not a promotion.
3. Seniority will determine the right to a promotion within the bargaining unit, insofar as service requirements will permit, when more than one person has the necessary qualifications to fill the job.
4. In the selection of employees for formal training, which would result in equipping them for higher rated work in the bargaining unit, if more than one (1) employee has the necessary qualifications, seniority will determine the right to such training.
5. The application of seniority to the choice of hours and vacations shall be by employee groups in accordance with the established practices.

Section 3 — Part-Time Workers

1. Part-time workers shall accumulate seniority credit in accordance with the following scale:

<u>Number of Hours Normally Assigned Per Week</u>	<u>Seniority Credit Per Month</u>
<i>Up to 8 hours inclusive</i>	<i>1/5 month</i>
<i>Over 8 hours to 16 hours inclusive</i>	<i>2/5 month</i>
<i>Over 16 hours to 24 hours inclusive</i>	<i>3/5 month</i>
<i>Over 24 hours to 32 hours inclusive</i>	<i>4/5 month</i>
<i>Over 32 hours</i>	<i>1 month</i>

2. Seniority for part-time employees shall apply only between part-time employees.
3. Part-Time employees hired after January 1, 1982 and who subsequently become full-time employees without a break in their net credited service shall have their seniority adjusted in accordance with the schedule in Paragraph 1 above effective with the date of full-time employment.

ARTICLE 11

Note: See the Memorandum of Agreement entitled “Enhanced Severance Program” that follows this Article for changes to Article 11 that apply to employees hired before February 1, 2011.

Section 1 – Layoff and Recall

1. No regular, full-time employee will be laid off if reduction of a working force is necessary, until probationary and all part-time employees (except regular full-time employees who are working on a part-time basis by mutual agreement) in the bargaining unit performing the same or similar work have first been laid off.
2. Elimination of Contractors in the Event of a Force Surplus
 - A. Restriction on the Continued Use of Contractors
 - i. If the Company determines that a surplus exists in a particular job classification because of insufficient work to productively utilize employees in that classification on a full-time basis, and contractors are also being utilized on the work normally and regularly performed by

employees in that job classification who are qualified to perform the work being contracted, the Company will cease the use of contractors before laying off any such qualified employee in that classification.

B. Alternatives If Ceasing the Use of Contractors under Paragraph 2(A) above Does Not Relieve the Surplus

- i. If there is insufficient work to productively utilize surplus employees on a full-time basis after ceasing the use of contractors as provided in Paragraph A (i) above, and in order to avoid or lessen the impact of a reduction in force of regular, full-time employees, the Company and the Union may mutually agree that qualified employees in the classification affected may be reclassified to part-time status, in inverse seniority order.
- ii. If the Company and the Union reach agreement to reclassify employees to part-time status in order to avoid or lessen the impact of a reduction in force, such part-timing may be on whatever terms the Company and Union agree to. However, in order to facilitate the use of mutually agreed part-timing, the Guidelines set forth in Section I of the Appendix to this Article have been adopted as a guide should the parties seek to implement part-timing in order to avoid or reduce the layoff of regular, full-time employees.
- iii. Provisions on the treatment of part-time employment are set forth in Section II of the Appendix to this Article.

3. Planned Reductions in Force

The Company will notify the Union of planned reductions in force at least fifteen (15) work days before the reductions would commence.

In any situation where reductions in force are planned, the Company and the Union may mutually agree to the part-timing of regular, full-time employees to avoid or reduce the layoff of regular, full-time employees.

If reductions in the working force or transfers become necessary because of lack of work or changes in operations, the following rules of priority shall govern:

- A. The employee or employees to be removed from the job classifications affected shall be those having the shortest length of net credited service. The Company will first seek volunteers in the job classification designated for reduction, and volunteers from any other classification designated at the Company's discretion, and any termination pay will equal that which would have been received by the most senior employee originally affected.

As an incentive for substitution involving employees eligible for service pensions, volunteers will receive the payment provided by paragraph 9 of Section 2 and an early retirement separation payment equal to 40% of the employee's monthly pension. The separation payment will be paid to age 65, but in no case shall exceed a maximum of 48 monthly payments.

- B. If any employee or group of employees are removed from a job classification under Paragraph A above, such employee or employees shall be offered a transfer to any other job within the bargaining unit for which they possess minimum qualifications and are deemed capable of demonstrating satisfactory performance within 25 work days of placement in the job, provided that any such transfer will not require the removal of an employee or employees with the same or greater amount of net credited service than the employee to be transferred. If an employee fails to demonstrate satisfactory performance within such 25 work day period, he or she may be laid off and receive the applicable termination allowance. In such a case, the employee displaced by the transfer (and any employee displaced as a result) will be returned to his or her position unless the Company, the Union, and the affected employee agree otherwise.
- C. In the event a transfer or transfers affected under the provisions of Paragraph B above necessitates the removal of an employee or employees having one (1) year or more of net credited service with the Company from an occupational classification to which such transfer or transfers are made, the employee or employees so removed shall be in turn transferred in accordance with the foregoing provisions hereof before any layoff is made.
- D. In the event no transfer can be made in accordance with the provisions of this Article, such employee or employees affected shall be laid off.

4. Recall

- A. Use of Contractors While Employees with a Right of Recall are on Layoff
- i. The Company will not use contractors (either individually or collectively) on an ongoing, full-time equivalent basis as “backfills” to perform work in that was normally and regularly performed by a laid-off employee or employees with recall rights without first recalling such employee or employees according to the provisions of this Article.
 - ii. In emergency situations requiring immediate full-time equivalent attention, the Company may utilize contractors while employees who have been recalled exercise their rights under Paragraph 4 (D) (i) and (ii) below. Laid off employees who do not return to the Company for emergency situations will not forfeit their right of recall.
- B. The Company shall maintain an updated list of laid off employees who are eligible for recall under Section 1, paragraph 4, sub-paragraph D of Article 10. The Company shall provide a copy of the recall list to the Union 30 days from the effective date of a force reduction. When the Company removes a name from the recall list it shall notify, in writing, the Union President or designee of the reason accompanied by an updated recall list.
- C. Employees on recall shall be recalled to their former classification in accordance with paragraph 3B of this Section, by seniority in inverse order of layoff. Employees on recall shall be recalled to any other classification which they are capable of adequately performing, by seniority in inverse order of layoff.
- D. When any of the following occur during the recall period, a recall eligible employee will be considered to have waived his/her recall rights:
- i. failure to respond indicating intention to return to work within three days of receipt of notice of recall sent by certified mail to the last known address of the employee;
 - ii. failure to report to work on the agreed upon specified date and time (usually within two weeks of the recall notice);
 - iii. refusal to accept the offer of recall to the position from which he/she was laid off other than for reason of temporary illness or disability.
5. In the event a unit or operation is permanently discontinued, the provisions of this Article shall apply in the same manner as in a Force Reduction. Employees transferred to new jobs in accordance herewith will carry with them their full net credited service for all purposes.
6. In the event transfers have been made in accordance with the layoff procedure, those employees who have been transferred with more seniority than those laid off shall be given the opportunity to transfer back to their original jobs before a vacancy in their original job is filled. Jobs left open after such re-transfers have been made will be filled on the basis of seniority from among those laid off who have the necessary qualifications to fill the job.
7. Any employee involved in a layoff shall have full access to the grievance and arbitration machinery as established by Article 21 and 22 of this Agreement.
8. When an employee is transferred to a job having a lower schedule consistent with Paragraph 3B of this Section, his/her wages will be reduced as follows:

<u>Net Credited Service</u>	<u>Reduction</u>	
<i>0 - 1 Years</i>	<i>100%</i>	<i>Immediately</i>
<i>Over 1 Year - 10 Years</i>	<i>25%</i>	<i>Immediately</i>
	<i>25%</i>	<i>One month after transfer</i>
	<i>50%</i>	<i>Seven months after transfer</i>
<i>Over 10 Years - 15 Years</i>	<i>25%</i>	<i>Immediately</i>
	<i>25%</i>	<i>Three months after transfer</i>
	<i>50%</i>	<i>Eleven months after transfer</i>
<i>Over 15 Years</i>	<i>25%</i>	<i>Six months after transfer</i>
	<i>25%</i>	<i>Nine months after transfer</i>

50% Eighteen months after transfer

The above reduction will be based on the wages in effect at the time of the force reduction and will remain in accordance with the above schedule or until the base wages of the new classification equals or exceeds the employee's reduced wage.

In the event the employee is transferred into a job having a lower schedule consistent with Paragraph 6 of this Section, this reduction schedule shall be applied based on the length of time from the date the employee was laid off.

9. Priority Consideration for Hire by Other Frontier Companies
 - A. Employees who have been laid off or are facing layoff shall receive priority consideration for job openings in other Frontier companies prior to hiring from outside the Company, consistent with Paragraph 15 of the 2010 Merger-Related MOA between Frontier Communications Corporation and the Communications Workers of America, AFL-CIO.
 - B. Employees and laid off employees can access available jobs via the Link or frontier.com.
 - C. Employees and laid off employees who apply for positions will be updated on the status of their applications within 30 calendar days of when a posting is closed. If any such person is not selected, they will be notified and given a reason for their non-selection.
 - D. Upon request of either party, the Company and Union will meet to develop further procedures to implement this Section 9.

Section 2 — Termination Allowance

1. Regular employees laid off, because of the need for a reduction of the work force, shall be paid at termination of employment, a termination allowance based on years of net credited service as follows:
 - a. One week's pay for each year of net credited service or fraction thereof up to five years, supplemented by
 - b. Two weeks' pay for each year of net credited service or fraction thereof from five years up to fifteen years, supplemented by
 - c. Three weeks' pay for each year or fraction thereof net credited service of fifteen years or more.
2. In addition to a termination allowance computed as provided in Paragraph 1 above, an employee who is laid off will receive a payment in lieu of any vacation to which he may be entitled at the time of layoff.
3. A week's pay for the purpose of this Article shall be the basic rate of pay of the employee in effect at the time of termination of employment.
4. If an employee who has been laid off and has received a termination allowance is rehired and if the number of weeks on which the termination allowance was based is greater than the number of weeks since the date of layoff, the amount of the allowance applicable to the excess number of weeks shall be regarded as an advance to the employee and the employee shall repay such amount to the Company through weekly payroll deductions at the rate of 10% of his basic weekly wage.
5. If an employee is once laid off and receives a termination allowance and is later rehired, there shall be deducted from any termination allowance payable to him in the event of any subsequent layoff, the amount of the previous termination allowance which has been received and retained by the employee.
6. Employees who receive a termination allowance provided for in Paragraph 1 above may elect to have the payment of that allowance spread over a period of time as follows:

Percentages to be determined by employees:

<i>Upon termination</i>	_____	%
<i>following January 1st</i>	_____	%
<i>following January 1st</i>	_____	%
Total	100%	

7. Employees must notify the Company in writing of their decision prior to their termination. Once the decision has been received by the Company, it becomes irrevocable.
8. In the event of his death, the employee may designate a beneficiary to receive the balance of the severance allowance due.
9. Expense Allowance for relocation costs, tuition or training costs, and job placement expenses related to seeking other employment: All employees who leave the active service of the Company voluntarily or involuntarily under the provisions of Article 11 and receive a separation allowance specified under Article 11, shall receive an Expense Allowance according to the following schedule:

<u>Length of Service</u>	<u>Amount of Payment</u>
<i>Less than 10 Years</i>	\$1,000
<i>10 or more Years</i>	\$2500

MEMORANDUM OF AGREEMENT

Enhanced Severance Program

This will confirm the parties' agreement during 2011 negotiations to the following Enhanced Severance Program that will be in effect until June 14, 2018. *These enhanced severance provisions apply only to employees hired before February 1, 2011 who volunteer to separate during a force surplus under Article 11 or who are laid off, and amend and supersede the corresponding provisions of Article 11 as shown below.* Provisions of Article 11 that are not addressed in this Memorandum are unaffected and will remain in full force and effect as written.

I. Enhanced Severance Benefits Available to Employees Hired Before February 1, 2011 who Volunteer to Leave the Service of the Company

The terms of Article 11, Section 1, Paragraph 3-A are amended, as follows:

- A. The employee or employees to be removed from the job classifications affected shall be those having the shortest length of net credited service. The Company will first seek volunteers in the job classification designated for reduction, and volunteers from any other classification designated at the Company's discretion. Such volunteers will receive an Enhanced Termination Allowance as provided in Paragraph 1 of Section 2 of this Article.

As an incentive for substitution by volunteers, the following severance enhancements shall apply:

- i. Employees eligible for service pensions will receive an early retirement separation payment equal to 40% of the employee's monthly pension. The separation payment will be paid to age 65, but in no case shall exceed a maximum of 48 monthly payments.
- ii. Employees hired before February 1, 2011 who are only eligible for a retirement benefit from the CWA 1170 Pension Fund may elect to receive the following lump sum contribution, to be paid at the time of their separation, based on their *full* years of completed service at the time of separation:

<u>Full Years of Completed Service</u>	<u>Supplemental Pension Contribution</u>
46 or more years.....	\$35,000
41-45 years.....	\$30,000

36 – 40 years.....	\$25,000
31-35 years.....	\$20,000
25-30 years.....	\$15,000
20-24 years.....	\$10,000
15-19 years.....	\$5,000
Less than 15 years.....	\$0

- iii. Volunteers who elect either of the enhancements described in (i) or (ii) above shall have no recall rights.
- iv. For each volunteer, the Company will contribute the monthly amount specified in Section 12 of Article 23 (CWA Local 1170 Health and Welfare Fund) for the first 3 full months following termination of employment if the employee has less than 15 years of service, or for the first 6 full months following termination of employment if the employee has 15 or more years of service.
- v. In addition, volunteers who are *not* eligible for retiree medical coverage are eligible to receive Company-subsidized COBRA benefits, as follows:
 - a. Employees who elect COBRA medical coverage coincident with termination of employment will receive Company-subsidized COBRA coverage for 3 months if the employee has less than 15 years of service, or for 6 months if the employee has 15 or more years of service. The employee will thereafter be responsible for paying the full COBRA premium for the remaining period of COBRA coverage.
 - b. The 3 or 6 month Company COBRA subsidy will be equal to the medical benefit portion of the benefit credit dollars then available to active employees under Article 23, Section 9, *Health Care Account*.
 - c. Company-subsidized COBRA coverage will cease should any event occur that would cause an employee's continued eligibility for COBRA coverage to cease.

II. Enhanced Termination Allowance for Employees Hired Before February 1, 2011

The terms of Article 11, Section 2, Paragraph 1 are amended, as follows:

- 1. Regular employees laid off, because of the need for a reduction of the work force, shall be paid at termination of employment, a termination allowance based on years of net credited service as follows, which shall in no event exceed 52 weeks of pay:
 - a. Two weeks' pay for each year of net credited service or fraction thereof up to ten years, supplemented by
 - b. Three weeks' pay for each year or fraction thereof net credited service of ten years or more.
 - c. In addition, laid off regular employees are eligible to receive the following health and welfare benefits:
 - i. Employees who are *not* eligible for retiree medical coverage are eligible to receive Company-subsidized COBRA benefits, as follows:
 - a. Employees who elect COBRA medical coverage coincident with termination of employment will receive Company-subsidized COBRA coverage for 3 months if the employee has less than 15 years of service, or for 6 months if the employee has 15 or more years of service. The employee will thereafter be responsible for paying the full COBRA premium for the remaining period of COBRA coverage.
 - b. The 3 or 6 month Company COBRA subsidy will be equal to the medical benefit portion of the benefit credit dollars then available to active employees under Article 23, Section 9, *Health Care Account*.

- c. Company-subsidized COBRA coverage will cease should any event occur that would cause an employee's continued eligibility for COBRA coverage to cease.
- ii. For laid off employees who *are* eligible for retiree medical coverage, the Company will contribute the monthly amount specified in Section 12 of Article 23 (CWA Local 1170 Health and Welfare Fund) for the first 3 full months of layoff if the employee has less than 15 years of service, or for the first 6 full months of layoff if the employee has 15 or more years of service.

2. Employees in Clerical Job Classifications as of January 31, 2011

- a. The Company and Union recognize that employees in clerical job classifications have unique job security concerns over the impact that the consolidation of support operations into centralized locations could have on their jobs.
- b. This Section applies to employees who held the following job classifications as of January 31, 2011: Communications Coordinator I, II, and III, and Communications Clerk.
- c. Notwithstanding any provision in this Enhanced Severance Program MOA to the contrary, if any employee covered by Paragraph (b) above is actually laid off by the Company, such an employee may elect to receive the Termination Allowance (uncapped) and Additional Payment that she or he is entitled to under the provisions of Article 11, Sections 2.1 and 2.9 that precede this MOA – that is, those provisions as they appear in Article 11, unaffected by the amendments in this MOA.
- d. No employee covered by this Section 2 may receive an uncapped Termination Allowance, as provided in the immediately preceding subsection (c), unless her or his employment is involuntarily terminated by the Company. Volunteering or electing to be laid off will not qualify an employee under any circumstances for an uncapped Termination Allowance.

This Memorandum of Agreement expires on June 13, 2018.

Appendix to Article 11

SECTION I

Guidelines for Implementing Part-Timing

In the event the Company and Union are interested in negotiating the part-timing of employees in order to avoid or reduce reductions in the regular full-time workforce, the following are Guidelines to be considered for implementing such part-timing. These Guidelines are not binding on either party unless they mutually agree to use any or all of them in the implementation of a particular part-timing arrangement and are binding only to that extent.

- (1) Employees could volunteer to be reclassified to part-time status and such volunteers would be selected in seniority order.
- (2) Employees reclassified to part-time status would be scheduled the same number of hours, and those hours would be scheduled in 4 or 8 hour daily increments.
- (3) Employees re-classified to part-time status would be placed into administrative work groups separate from full-time employees.
- (4) An employee slated to be involuntarily reclassified to part-time status could choose to exercise his or her transfer rights under Section 1.3(B) of this Article.
- (5) In the alternative, an employee slated to be involuntarily reclassified to part-time status could choose to be laid off instead, and would receive the appropriate layoff allowance he or she is entitled to as a full-time employee. Such a layoff would be considered involuntary, and the Company would not contest the employee's eligibility for unemployment compensation benefits.

(6) In the event there is not at least sixteen (16) hours of work per calendar week available to each part-time employee in a given part-time administrative work group, the Company could proceed to Section 1.3 of this Article (layoff provisions) to relieve the surplus so that a minimum of 16 hours of work per calendar week are available to the part-time employees remaining in that administrative group.

(7) Where the Company ceases the use of contractors under Subsection 1.2(A) of this Article, Article 18 would not apply to the assignments of any employees who are performing the work that was contracted. This would allow the Company to assign employees to perform work in any area of the Company where contractors would have otherwise been utilized.

(8) Part-timing would not prevent the Company from offering full-time employees, or prevent full-time employees from working, overtime because employees have been reclassified to part-time status.

(9) An employee who is voluntarily or involuntarily working part-time due to a force surplus could elect, with 2 full calendar weeks' notice, to be laid off, in which case the provisions of paragraph (5) above would apply.

SECTION II

Provisions Applicable to Part-time Employees

1. Definitions and Restrictions

- (a) Part-time employees: Regular or temporary employees who are employed and normally scheduled to work fewer hours per month than comparable full-time employees in the same job title, classification, and location.
- (b) Restrictions in Hiring Part-time Employees: Part-time employees will not be hired while any regular full-time employee in the same job classification and location has been reclassified to part-time status in order to avoid or reduce layoffs. In addition, part-time employees will not be hired without first offering any qualified employee with a right of recall under Section 4 of this Article 11. If any employee with a right of recall declines such an offer, his or her right of recall will not be affected.

2. Seniority Accrual

- (a) Eligible - See Article 10, Section 3.

3. Vacation Pay and Selection

- (a) Vacation Pay: Eligible - See Article 15, Section 2.
- (b) Vacation Selection: Eligible - See Article 15, Section 4.6.

4. Holiday Pay

- (a) Eligible - See Article 13, Section 9.7.

5. Tour Selection

- (a) The selection of tours available to part-time employees (in an administrative work group separate from full-time employees, based on their job classification and location) shall be governed by Sections 2 and 3 of Article 10, Seniority.

6. Overtime

- (a) Eligible - See Article 13, Sections 3 and 5.16.

7. Meal Expense

- (a) Eligible - See Article 18, Section 9

8. Benefits Coverage

- (a) Medical Coverage

Part-time employees shall, if otherwise eligible to participate under the terms of the medical plans, be eligible for medical coverage under and in accordance with the provisions of Article 23, as follows:

(1) Employees whose seniority classification under Article 10, Section 3.1 is “1/5 month” (up to 8 normally assigned hours per week) shall receive benefit credit dollars of 20% of what the employee would have received as a regular, full-time employee.

(2) Employees whose seniority classification under Article 10, Section 3.1 is “2/5 month” (over 8 up to 16 normally assigned hours, inclusive, per week) shall receive benefit credit dollars of 40% of what the employee would have received as a regular, full-time employee.

(3) Employees whose seniority classification under Article 10, Section 3.1 is “3/5 month” (over 16 up to 24 normally assigned hours, inclusive, per week) shall receive benefit credit dollars of 60% of what the employee would have received as a regular, full-time employee.

(4) Employees whose seniority classification under Article 10, Section 3.1 is “4/5 month” (over 24 up to 32 normally assigned hours, inclusive, per week) shall receive benefit credit dollars of 80% of what the employee would have received as a regular, full-time employee.

(5) Employees whose seniority classification under Article 10, Section 3.1 is “1 month” (over 32 normally assigned hours per week) shall receive benefit credit dollars of 100% of what the employee would have received as a regular, full-time employee.

(b) Health and Welfare Fund Coverage

(1) See Article 23, Section 12 (eligible with enrollment)

9. Disability Absence

(a) Short Term Disability

(1) A part-time employee will not be paid for time not worked due to an sickness absence unless the absence occurs on a day or days of the week on which the employee is normally scheduled to work, in which case the employee shall be paid for the number of hours he or she was scheduled to work on such day or days in accord with Article 23, Section 7.

(b) Long Term Disability Coverage:

(1) Part-time employees shall be eligible for Long Term Disability (LTD) coverage as provided under the LTD Plan and in accord with their base pay on the same basis as regular, full-time employees, in accord with Article 23, Section 7.

10. Taft Hartley Contribution

(a) Eligible - See Article 23, Section 11

11. Savings (401k) Plan

(a) Eligible - See Article 23, Section 4

12. Basic Life, Supplemental Life, Accidental Death or Dismemberment, and Family Life Insurance Coverage

(a) Coverage is available as provided in Article 23, Section 13

13. Eligibility for Tuition Reimbursement

(a) Employees whose seniority classification under Article 10, Section 3.1 is “1/5 month” is eligible to receive 20% of the Tuition Reimbursement a regular, full-time employee is eligible to receive.

(b) Employees whose seniority classification under Article 10, Section 3.1 is “2/5 month” is eligible to receive 40% of the Tuition Reimbursement a regular, full-time employee is eligible to receive.

(c) Employees whose seniority classification under Article 10, Section 3.1 is “3/5 month” is eligible to receive 60% of the Tuition Reimbursement a regular, full-time employee is eligible to receive.

(d) Employees whose seniority classification under Article 10, Section 3.1 is “4/5 month” is eligible to receive 80% of the Tuition Reimbursement a regular, full-time employee is eligible to receive.

(e) Employees whose seniority classification under Article 10, Section 3.1 is “1 month” is eligible to receive 100% of the Tuition Reimbursement a regular, full-time employee is eligible to receive.

14. Eligibility for Team Performance Bonus

- (a) Employees whose seniority classification under Article 10, Section 3.1 is “1/5 month” is eligible to receive 20% of the Team Performance Bonus a regular, full-time employee in the same job classification is eligible to receive.
- (b) Employees whose seniority classification under Article 10, Section 3.1 is “2/5 month” is eligible to receive 40% of the Team Performance Bonus a regular, full-time employee in the same job classification is eligible to receive.
- (c) Employees whose seniority classification under Article 10, Section 3.1 is “3/5 month” is eligible to receive 60% of the Team Performance Bonus a regular, full-time employee in the same job classification is eligible to receive.
- (d) Employees whose seniority classification under Article 10, Section 3.1 is “4/5 month” is eligible to receive 80% of the Team Performance Bonus a regular, full-time employee in the same job classification is eligible to receive.
- (e) Employees whose seniority classification under Article 10, Section 3.1 is “1 month” is eligible to receive 100% of the Team Performance Bonus a regular, full-time employee in the same job classification is eligible to receive.

15. Other Matters

To the extent not addressed above, the terms and conditions applicable to part-time employment will be governed by the applicable provisions of the parties’ collective bargaining agreement. In the event there is no applicable provision, or the parties are in disagreement over the applicability of a particular provision to part-time employees or how a particular provision should be applied to part-time employees, the parties will attempt to resolve the matter through negotiation. If such negotiations fail, either party may submit the dispute to arbitration pursuant to Article 22 (without resort to the Grievance Procedure) or to mutually agreed upon binding mediation.

ARTICLE 12

Section 1 — Personnel Records

- 1. The length of service and wage data records of any employee shall be subject to inspection by the Union or by the affected employees.
- 2. All Employee Development Appraisal Program forms (Form G-2145), Record of Employee Contact forms (Form PD-19A), and Coaching Forms kept by the Company which may affect the condition of an employee’s employment shall be subject to such employee’s inspection. At the employee’s request a representative of the Union may be present when such inspection is made. The employee may affix his signature or initials following each entry on such reports. When a Record of Employee Contact is made, the affected employee will be notified.
- 3. In the event a grievance arises concerning a matter to which an employee’s appraisal form may be applicable and such employee’s work location is other than that in which such records are kept, the Company will make such records available to the affected employee provided that such location is within the Corporation’s operating territory, either by delivering such records to him or by giving him the opportunity to travel to the location where the records are kept without loss of wages and at Company expense.

ARTICLE 13

Section 1 — Posting of Work Schedules

- 1. The Company shall post employee work schedules by not less than seven (7) days prior to the first day of each month showing the hours and days to be worked by each employee during that month. The posting of

schedules for Sales and Service Technicians is governed by Section 2.3 below. Posting may be done by electronic means (e.g., by Company Intranet).

Section 2 — Hours of Work for Full-Time Employees

1. For all employees, the normal workweek consists of five (5) daily tours of eight (8) hours each, with an additional 30 minutes allotted each day for an unpaid meal period. The Company may schedule a normal workweek that consists of five (5) daily tours of eight (8) hours each with a 20 minute paid meal period, where an employee is required to stay on the job or at a Company location during the meal period. (Effective May 1, 1996, clerical employees will work a 40 hour workweek.)
2. The following groups of employees may be scheduled for a continuous tour that may end up to 9:00 P.M. These groups are:
 1. Recent Change
 2. Orders and Assignment (all job classifications)
 3. Frame Technicians, Switch Technicians performing installation related functions.
 4. PBX Technicians and I/R Technicians performing installation related functions.
3. Special Tour Provisions for Sales and Service Technicians

GENERAL GUIDELINES

- A. All Sales and Service Technicians will be assigned five consecutive (5) daily tours of 8 hours each which may include a Saturday or Sunday as part of the five days.
- B. The Company shall post Sales and Service Technician work schedules by not less than seven (7) days prior to the first day of each calendar quarter (13 week period) showing the hours and days to be worked by each employee during that 13-week quarter. Posting may be done by electronic means (e.g., by Company Intranet).
- C. Staffing and scheduling will be determined by management; these tours will include an unpaid meal period of 30 minutes.
- D. Saturday, Sunday, and Holiday schedules will begin no earlier than 7:00 AM and end no later than 5:00 PM.
- E. Sales and Service Technicians whose weekly tour includes a Saturday or Sunday will be scheduled on a rotational basis.
- F. When scheduling Sales and Service Technicians for a weekly tour, which includes a Saturday and a Sunday, one of the two following schedules will be utilized.
 1. The Company will schedule a Tuesday to Saturday tour followed by a Sunday to Thursday tour.
 2. Or a Sunday to Thursday tour followed by a Tuesday to Saturday tour.

In the event that the Company changes Saturday and/or Sunday scheduling to the degree that the number of Sales and Service Technicians scheduled on a Saturday and/or Sunday increases by a factor of 5% or more of the total Sales and Service Technician workforce assigned to Metro East/West and Suburban East/West, the Company will discuss the effects of this change with the union prior to implementation. For example, with a total of 170 Sales and Service Technicians in the Metro East/West and Suburban East/West groups, if a planned schedule change would increase the number of Sales and Service Technicians scheduled on a Saturday and/or Sunday by 8 or more, the discussion requirement in the preceding sentence would apply.

G. Employees scheduled to work on Sunday will be paid at the rate of time and one-half consistent with the collective bargaining agreement.

4. Tour Changes to Participate in Certain Types of Volunteer Training

1. This Paragraph applies to employees who participate (or desire to participate) in volunteer fireman duty, emergency civil defense duty, volunteer ambulance driver duty or volunteer ambulance attendant duty, and are required to attend training to maintain or attain such duty. As good corporate citizens, the Company and Union encourage employees to volunteer in their communities. To that end, the expectation is that most training for the requisite qualifications for the duties noted should, whenever possible, be done on the volunteer's own time. When that is not possible, the employee will present his or her training schedule to the employee's supervisor. The employee will then be permitted to change his or regular tour on days or nights when such training is scheduled, with at least one week's notice, subject to the needs of business. Employees are encouraged to seek tour swaps with qualified employees to cover these situations.

Section 3 — Overtime Payments

1. Time and one-half the regular rate of pay shall be paid for all time worked out of schedule (except Sunday) in accordance with Section 1 for all time in excess of forty (40) hours worked in any one week and (excepting Holidays) for all time in excess of eight (8) hours worked in any one day.
2. When an employee's schedule which is posted in accordance with Section 1, Paragraph 1, is changed by the Company without the required previous notice, as set forth below, such hours which fall outside the schedule as originally posted, shall be paid for at the overtime rate, except that at the request of the employee, and with the consent of the employee's supervisor, changes in the schedule may be made without the payment of such overtime.
3. "Previous notice," as used in Paragraph 2 above, shall mean at least seventy-two (72) hours advance notice.
4. All time worked out of schedule on a Sunday shall be paid for at twice the basic rate of pay, plus any other applicable payments.
 - a. If in any payroll week the hours of an employee's five (5) scheduled tours (whether worked or not) plus the hours the employee works outside of the five (5) scheduled tours totals more than 52 hours worked, the employee shall receive an additional allowance of 1/2 hour's pay for hours worked in excess of 52. This modification shall be effective for all hours worked starting on January 1, 1997.
 - b. Hours worked by an employee in any payroll week under premium rates shall not be utilized again for the purposes of determining hours worked under this Paragraph.
 - c. Part-time employees would have to work the same number of hours (52) as full-time employees before they would become eligible for the additional compensation described in Paragraph 4a above.

Section 4 - Assignment of Work

1. With respect to assigning work, the controlling principle under this Agreement is that the Company will assign work in a manner that allows it to maximize its operational efficiency, to provide the best possible customer service at a highly competitive cost, and to consistently outperform its competitors in every facet of the business. The provisions of this Agreement shall be construed and administered to promote these objectives.
2. Employees will not be requested, required, or expected to perform work that they are not, in the Company's judgment, trained, experienced, qualified and/or equipped to perform safely.
3. A. Consistent with the provisions of Paragraph one of this Section, the Company may assign scheduled employees of one work group to perform work normally performed by employees in the same

classification in another work group (“receiving group”) during the scheduled or non-scheduled hours of the receiving group.

- B. A scheduled employee may complete a job in the receiving group that extends into no more than two (2) hours of overtime for that employee, and when doing so, may, within the two (2) hour maximum overtime period, also attend to any additional customer affecting work that arises in the receiving group at the same location or en route to or from that location; however, any other work that arises in the receiving group requiring overtime will be offered to employees in the receiving group.
- C. An employee may be assigned on an overtime basis to perform work normally performed by employees in the same classification in another work group because of knowledge of or experience with specialized equipment (e.g., software upgrades), but in such a situation, if there are no scheduled employees in the receiving group, an overtime opportunity will be offered to an employee in the receiving group to assist with the work.

Section 5 - Overtime Administration

1. In order to promote the fair distribution of overtime opportunities over a reasonable period of time, the Company will offer opportunities for employees to work voluntary overtime on a rotating basis in accord with the provisions of this Section. In doing so, the Company may also take into account the provisions of Section 4 above, the type and location of the work to be performed, job continuity, and employees’ qualifications and geographic location. Because of these considerations, not every opportunity will be offered in order of the ranking on the overtime “low list”; however, opportunity equalization will take place over a reasonable period of time. The objective of this Section is to simplify the administration of overtime opportunities and achieve the objectives set forth in this Paragraph and in Section 4 of this Article. For purposes of this Section, a “reasonable period of time” shall be four (4) consecutive calendar quarters. Upon the Union’s request, the parties will meet after the close of a calendar quarter to discuss and attempt to resolve any claimed inequities in overtime distribution in any work groups.
2. There shall be no obligation to balance overtime opportunities among employees on different schedules or tours. However, when planned overtime (normally an eight hour opportunity) is scheduled on a Saturday, Sunday, normally scheduled day off or Holidays, a combined list of all nonscheduled employees from the administrative group(s) who normally cover the work in question will be used to offer the work.
3. The Company will notify the workforce of projected overtime needs as far in advance as reasonably possible. Employees will notify the Company of their availability to work overtime as far in advance as reasonably possible; in any event, in order to be offered overtime opportunities Tuesday through Friday, employees must notify the Company by noon of that day, and for Saturdays, Sundays, Mondays, and Holidays, by noon on the preceding Friday. (Note: Employees taking a scheduled full week (5 consecutive days) of vacation are not eligible to make themselves available for, or to work, overtime on the day immediately preceding and immediately following the scheduled full week of vacation. Employees on a sickness or injury absence must first work a full tour in order to be eligible to work overtime. These restrictions will not apply in an emergency requiring “all hands on deck”.)
4. Employees are expected to honor their availability status. Employees who do not honor their availability status will be charged with the hours worked by a replacement, or in the case of a group assignment, with the hours worked by the individual within the group who worked the highest total overtime. However, if an employee who has made himself or herself available is not offered an opportunity within one hour of the ending time of his or her scheduled tour, the employee will not be charged for a refusal of an opportunity offered after that time.

5. Employees who do not make themselves available as required by Paragraph 3 will be charged with the hours worked by a replacement, or in the case of a group assignment, with the hours worked by the individual within the group who worked the highest total overtime, except that an employee will not be charged with a refusal if the employee is --
- (1) in military service or training;
 - (2) taking vacation time in full weeks, scheduled splits, and single days, including the day that immediately precedes and immediately follows a scheduled full week (5 consecutive days) of vacation;
 - (3) on union business away from his or her regular job (for example, Executive Board Meetings, or other union activities designated by the local union);
 - (4) taking a bereavement leave, for the duration of the leave, or
 - (5) taking fatigue time.
6. Notwithstanding the provisions of the preceding Paragraph 3, an employee who has not made himself or herself available for overtime may, with management authorization or at management's request, nonetheless be required to work overtime for up to two (2) hours to complete a case of trouble or a service order in progress at the end of the employee's tour which was dispatched at least one (1) hour before the end of the employee's tour.
7. Overtime opportunity lists ("low lists") will be maintained by administrative groups mutually agreed to by the parties, and will be administered in accordance with the provisions of this Section 5. These lists will be posted at all reporting locations on Tuesdays. Call-outs will be on a "rotational alphabetical list" basis. If an employee is bypassed, the employee will go to the top of the list for the next call-out and will then resume his or her original position on the list. Call-outs will be documented whether accepted or refused, but will not be reflected on overtime opportunity lists. Bargaining unit employees will be provided access to this documentation.

Where an employee is bypassed for an overtime callout opportunity in the employee's work group, and such employee completes an Overtime Callout Bypass ("OCB") form and gives the completed OCB form to the employee's supervisor within sixty (60) days of the occurrence of the overtime callout bypass, then the Company will offer the bypassed employee the next callout opportunity while still maintaining the employee's position on the callout list. However, if the bypassed employee does not receive an overtime callout opportunity within ninety (90) days of the date that the employee provided the completed OCB form to the employee's supervisor, the Company will offer an overtime opportunity equal in time to that for which the employee was bypassed (consistent with Section 6, Paragraph 2 of this Article) no later than one hundred twenty (120) days after the date that the employee provided the completed OCB form to the employee's supervisor.

Where the Company offers an overtime callout opportunity to an employee from the incorrect group, and the employee who should have received the opportunity completes an OCB form and gives the completed OCB form to the employee's supervisor within sixty (60) days of the occurrence of the bypass, the Company will offer an overtime opportunity equal in time to that of the callout for which the employee was bypassed (consistent with Section 6, Paragraph 2 of this Article) to the appropriate employee from the correct group no later than one hundred twenty (120) days after the date that the employee provided the completed OCB form to the employee's supervisor.

The Company will provide a copy of each OCB form submitted by an employee to the Company under this procedure to the Union office.

8. Overtime opportunity lists will be maintained using hours worked and refused as specified in this Section.

9. Special Rules for Multi-Line Trouble Tickets and Major Cable Outages: employees dispatched for these troubles at or after 1 p.m. will be assigned using the overtime opportunity list if the job is not expected to be completed before the end of the normally scheduled tours being worked that day. For Multi-Line troubles that are dispatched before 1 p.m., the lead technician, not to exceed two (2), currently working these troubles may stay on the job beyond the end of his or her regular tour, provided that the employee(s) made him- or herself available for overtime that day. A “multi-line trouble ticket” is five or more troubles on a single ticket, and a “major cable outage” is a fire job, cut cable, a cable with over 25 pairs out in a particular cable count, or a cable that is wet in a manhole.
10. Special Rules for overtime needs after 8 p.m. on week days and after 4 p.m. on weekends: If there is a need for overtime after 8 p.m. on week days, overtime will be offered first to those already working, using the overtime opportunity list. If there is a need for overtime after 4 p.m. on weekends, overtime will be offered first to those regularly scheduled for Saturday and/or Sunday, using the overtime opportunity list.
11. Out-of-Town Work: Opportunities for out-of-town work will be offered by seniority on an ongoing rotational basis for no longer than three (3) weeks at a time, unless the Company and Union agree to a shorter or longer duration. Overtime hours worked out of town will be charged to an employee. Employees who decline to work out-of-town will not be charged with refused hours. Out-of-town work is defined as work that includes a minimum of one (1) night board or lodging.
12. Changes in Scheduled Day Off: Employees who change their scheduled day off to another day may not make themselves available for overtime on the new scheduled day off, but will be charged for an opportunity that day if they would have had an opportunity to work overtime.
13. Failing to Complete a Full Overtime Assignment: Employees who do not complete a full overtime assignment will be charged for the time not worked based on the amount of overtime that was offered to that employee.
14. (a) Employees new to a position will be placed on rotation when they are sufficiently qualified and then will be averaged in.

(b) Transfers
 - (1) Permanent Transfers: employees permanently transferred into a different administrative group will be placed on that group’s overtime opportunity list with the total overtime hours worked and refused in the group from which he or she is transferring.
 - (2) Temporary Transfers: employees temporarily transferred into a different administrative group of employees (in the same or a different job classification) will maintain their eligibility for overtime according to the overtime list for the group out of which the employee has temporarily transferred; such employees will not be eligible for overtime in the group into which they have temporarily transferred until all of the regular members of that group have been offered the opportunity to work.
- (a) Exception: When employees are temporarily assigned as back-ups to a Sales and Service Technician stakeout group, overtime eligibility will be as follows:
 - i. Full week assignments: eligible for overtime work in the stakeout group in which they are working, but not for overtime in their regular work group unless the Company solicits from the extended pecking order whereby they would be eligible as Sales and Service Technicians assigned to stakeout.
 - ii. Less than full week assignments: eligible for overtime work in their regular work group, as well as in the stakeout group in which they are working to complete their day’s stakeout work.

15. "Make-up opportunities" to address overtime distribution inequities will involve performance of an employee's normal job duties or other productive work.
16. Part-time Employees: From time to time, the Company may offer the opportunity for, part-time employees, to work additional time that is not part of their normal part-time schedule; this will not occur outside of the scheduled hours of any full-time employee in the same classification unless all such employees who are available for overtime have been offered the opportunity to work. Any time so offered or worked shall not be considered to be an overtime opportunity for full-time employees.
17. The provisions of this Section replace and supersede all existing provisions, agreements, understandings, procedures, practices, and rules that in any manner relate to the administration of overtime, and nullify and void any associated grievance settlements and arbitration decisions. No future agreement, understanding, procedure, practice, or rule that is inconsistent with the provisions of this Article shall be valid or enforceable unless signed by the representatives of the parties duly authorized to amend this Agreement.
18. Nothing contained in this Section may be construed to affect the Company's right to assign employees to work mandatory overtime in the event of an emergency (an event of national importance, fire, explosion, or other catastrophe, severe weather conditions, major cable and equipment failures, governmentally declared emergency, or an act of God) or where bargaining unit members voluntarily working overtime cannot complete the work in a reasonable time to provide good customer service. Subject to the general parameters discussed during 2007 contract negotiations, employees participating in the following activities will not be mandated to work overtime: Executive Board Meetings; Membership Meetings, Unit Meetings, Union training days, Labor Day, United Way Functions, and national CWA events. The Union will provide the head of the Company's Human Resources department (or his or her designee) with at least five (5) working days notice of these activities.
19. The provisions of this Section 5 shall supersede any other provision of this Agreement which in any manner conflicts with one or more provision of this Section.

Section 6— Call-Out Time

1. (a) When an employee without previous notice is called during his off duty time to report for an immediate assignment or assignments, it shall be considered a "call-out." Where additional work assignment needs arise during the first two (2) hours of a call-out, the Company may require the employee on "call-out" to complete such assignment(s).
(b) When an employee is called as a substitute to work a scheduled tour it shall not be considered a "call-out."
2. A minimum of four (4) hours base pay shall be paid for "call-outs," but time not worked shall not be included for the purpose of determining any overtime payments. Time consumed in travel to and from the job assignment shall be considered as time worked. Should an employee elect to return to other than the place at which he was reached, he shall be paid for the time it takes him to return to his chosen location, but not for the time in excess of that it would have taken him to return to the place from which he was called or to his home. In the event the work assignment precedes and connects with his regular scheduled tour no payment for travel time and for the return trip home will be allowed.
3. All "call-outs" (except Sunday and Holiday "call-outs") shall be paid for at the rate of time and one-half. Sunday "call-outs" shall be paid for at twice the basic rate of pay.
Holiday "call-outs" shall be paid for at 2 1/2 times the basic rate of pay. For any time worked which falls within the employee's normal tour, the holiday allowance shall be included in determining the employee's "call-out" pay. For any time worked which falls outside the employee's normal tour, the "call-out" pay shall be in addition to the holiday allowance.

Section 7 — On-Call Assignments

1. When an employee is scheduled to remain at his residence or within reach by telephone in the Central Office District in which he is located or assigned, he shall be considered to be on an “on-call” assignment. An “on-call” assignment shall be for a period of nine (9) hours from 8:00 A.M. to 5:00 P.M.
2. When an employee is scheduled to remain “on-call” but not required to work, he shall receive an allowance of three (3) hours base pay, but time not worked shall not be included for the purpose of determining any overtime payments.
3. When an employee is scheduled to remain “on-call” and is required to work, such time worked shall be considered as “call-out” time in accordance with Section 6 of this Article 13, which shall be paid for as such in addition to the “on-call” allowance of three (3) hours base pay.

Section 8 — Premium Pay Treatment

1. Sunday Tour: Except as provided in Article 13, Section 3, Paragraph 4, a Sunday tour of duty shall be paid for at the premium rate of time and one-half the regular rate of pay, except that extra time worked on any Sunday over and above eight (8) hours shall be paid for at the rate of double time, except as modified by Paragraph 2 of this section.
2. Regularly scheduled hours worked on a Sunday which are not part of a Sunday tour of duty (as “Sunday tour” is defined in Paragraph 4 below) shall be paid for at the premium rate of time and one-half the regular rate of pay.
3. “Premium pay” for work on a scheduled Sunday shall not be considered as “overtime pay.”
4. A tour of duty one-half or more of which falls on a Sunday shall be considered a Sunday tour.

Section 9 — Holiday Pay

1. When one-half or more of a scheduled tour falls on any one of the named holidays, employees who are not required to work shall receive pay at their basic hourly rate for the designated holiday, provided that such employees are at work either the regularly scheduled tour immediately preceding or the regularly scheduled tour immediately following the holiday, unless absent on such day because of an excused absence.
2. Employees who work on an assigned holiday shall be paid a holiday allowance of one day’s pay plus pay at 1½ times their basic hourly rate including night differentials, if any, for each hour worked for the first eight (8) hours and at 2½ times their basic hourly rate for any time worked in excess of eight (8) hours on the holiday (except as modified in Paragraph 4 below).
3. Employees who work either on a non-scheduled or non-assigned holiday shall be paid 2½ times their basic rate of pay plus any applicable night differential payments as defined in Article 13, Section 10, Paragraph 1 and no holiday allowance shall be paid in addition thereto for time worked.
4. Regularly scheduled hours worked on a holiday which are not part of a holiday tour of duty (as “holiday tour” is defined in Article 14, Section 2, Paragraph 1) shall be paid for at the premium rate of time and one-half the regular rate of pay. Such premium pay shall not be considered as “overtime pay.”
5. Employees who do not work on a holiday and receive eight (8) hours pay therefore under this Agreement shall have eight (8) hours included as time worked for the purpose only of determining overtime for the week, and employees who do work on such holiday shall have the actual number of hours worked or eight (8) hours, whichever is the greater, but not both, included as time worked for determining overtime for the week.
6. Employees whose employment terminates before the holiday shall receive no holiday pay.
7. Part-time employees will only be paid for a holiday if it is part of their scheduled tour.

Section 10 — Night Tour Differential

1. Any employee (other than building cleaners employed on a part-time basis) working a scheduled tour of duty any part of which falls between the hours of 6:00 P.M. and 6:00 A.M. shall be paid ten percent (10%) above their base pay for all hours worked.

2. Any employees (other than building cleaners employed on a part-time basis) working other than a scheduled tour of duty shall be paid ten percent (10%) above their base pay for hours worked only in the circumstances described below:
 - a. An employee assigned to work his sixth or seventh tour in the payroll week, any part of which falls between 6:00 P.M. and 6:00 A.M.;
 - b. An employee whose scheduled tour of duty is changed without seventy-two hours notice from a day tour to a tour any part of which falls between 6:00 P.M. and 6:00 A.M.;
 - c. An employee who is "held-over" to cover a tour in lieu of an employee regularly scheduled for that tour, but only for those hours which fall between 6:00 P.M. and 6:00 A.M.;
 - d. An employee, scheduled to work a night tour, who is "called in" prior to the night tour and works until the beginning of the scheduled night tour, but only for those hours which fall between 6:00 P.M. and 6:00 A.M.;
 - e. An employee, scheduled to work a night tour, who is "held over" at the end of his night tour, but only for those hours which fall between 6:00 P.M. and 6:00 A.M.;
 - f. An employee "called in" to work for a period of eight or more hours, but only for those hours which fall between 6:00 P.M. and 6:00 A.M.;
 - g. An employee "called out" and who works three or more hours, but only for those hours which fall between 6:00 P.M. and 6:00 A.M.;
 - h. An employee assigned to work eight or more continuous hours outside his regular tour on a day on which he is regularly assigned to work, but only for those hours which fall between 6:00 P.M. and 6:00 A.M.
3. In all cases overtime payments will be based on the basic rate of pay in effect for the hours worked, inclusive or exclusive of night differential payment, as set forth in this Section 10.

Section 11— Fatigue Time

1. Fatigue time is time not worked as outlined below during a regularly scheduled tour but for which payment is made. The purpose of fatigue time is to insure sufficient rest time to employees for the sake of health and safety. Pay for fatigue time shall be based on the employee's base rate of pay including night differential if applicable. Fatigue time shall be administered as specified in the following paragraphs.
2. When an employee works more than fourteen (14) consecutive hours, he shall be granted fatigue time of one hour for each two hours (or fraction thereof) of the time in excess of fourteen (14) consecutive hours.
3. When an employee who is scheduled to work a regular day tour (or 1-9 tour) is assigned to work, "called out", or "called in" during the period from 12:00 midnight to 8:00 A.M. he/she shall receive fatigue time if he/she works two or more hours during that period (exclusive of hours falling within the scheduled tour) except that an employee must be assigned before 6:00 A.M., or more than two hours before the beginning of the day tour (or 1-9 tour), whichever is earlier, to be eligible for fatigue time. Such fatigue time shall be in an amount equal to one hour for the first two hours worked during such period (exclusive of hours falling within the scheduled tour), plus one hour for each additional two hours (or fraction thereof) worked during such period (exclusive of hours falling within the scheduled tour). If an employee who is eligible for fatigue time under this Paragraph 3 (see the first sentence for eligibility) began work before 12:00 midnight and continued working past 12:00 midnight and qualified for fatigue time, the employee will receive one additional hour of fatigue time for the time worked before 12:00 midnight.
4. Fatigue time may be granted either at the beginning or end of the tour which immediately follows the hours on which the fatigue time is based. Fatigue time shall not be granted if a day off, a holiday or vacation precedes the employee's next consecutive tour, or if the employee is absent from his next consecutive tour due to an absence for any reason other than fatigue.
5. Fatigue time in addition to that specified above may be granted at the discretion of the manager.
6. In the event of emergent conditions when it is deemed that fatigue time (or a portion thereof) for which an employee is eligible cannot be granted, he shall be paid twice his basic rate of pay. Such payment will begin

at the point that fatigue time would otherwise begin and shall continue until the employee is relieved for at least four consecutive hours. Payment for fatigue time shall not be made in addition hereto except for those hours during a regular scheduled tour during which the employee is actually relieved.

7. Fatigue time shall not be granted during an overtime assignment.
8. An employee called during off duty hours to perform emergency volunteer fireman duty, emergency civil defense duty, volunteer ambulance driver duty or volunteer ambulance attendant duty will receive treatment comparable to that described in the above paragraphs. Hours spent on such emergency duty will be treated as hours worked for the purpose of applying the above criteria (and for that purpose only).
9. When an employee works for a continuous twenty-four (24) hour period and has a scheduled tour the next calendar day, the employee shall be granted fatigue time equal to eight (8) hours. Such fatigue time will be paid at the employees base rate of pay and the employee will be excused from the next day's tour and will not be required to work.

ARTICLE 14

Section 1 — Holidays

1. The following eight (8) designated holidays shall be recognized:

<i>New Year's Day</i>	<i>Independence Day</i>
<i>Labor Day</i>	<i>Martin Luther King Day</i>
<i>Thanksgiving Day</i>	<i>Christmas Day</i>
<i>Memorial Day</i>	<i>Veterans' Day</i>
<i>Company designated Christmastime holiday*</i>	

- *Company - designated Christmastime Holiday — The Company will select a date in December of the preceding year for the following year that coincides with the Christmas Day holiday, consistent with the manner in which this holiday has been designated in the past. The Company will notify the Union of the date of this holiday and upon request of the Union, the Company will discuss the selection date.

Section 2 — Definition of Holiday Tour

1. A tour of duty, one-half or more of which falls on a holiday will be considered a holiday tour.

Section 3 — Scheduling of Holidays

When the Company deems it necessary to schedule employees on a holiday, the following provisions will apply:

1. The Company will determine the number of employees needed on the basis of expected service requirements, and will make every effort to notify employees of that determination no less than seven (7) calendar days before the holiday. The holiday will then be staffed by volunteers in order of their seniority.
 - If there are insufficient volunteers, employees will be scheduled for the holiday in inverse seniority order.
 - When scheduling employees by inverse seniority, the Company will pick up from where it left off on the seniority list on the last holiday where there were insufficient volunteers.
2. When the Company does not give the seven (7) day minimum advance notice specified in Paragraph 1 of this Section 3, the Company will solicit volunteers using the applicable overtime availability list.

- If there are insufficient volunteers from the overtime availability list, employees will be assigned for the holiday in inverse seniority order.
- When assigning employees by inverse seniority, the Company will pick up from where it left off on the seniority list on the last holiday where there were insufficient volunteers.

Section 4 — Definition of Scheduled and Non-Assigned Holiday

1. A scheduled holiday is one, which the posted work schedules indicate an employee will be required to work.
2. A non-assigned holiday is a holiday on which it is anticipated an employee will not be required to work as indicated on the posted work schedules.

Section 5 — Holiday Falling on Saturday or Sunday

1. Holidays which fall on Sunday shall be observed the following Monday. When a holiday falls on a Saturday and the Saturday is not included in the basic workweek of an employee, the Company shall designate for that employee, unless on vacation in such week, the preceding Monday or Friday as a day in lieu of the holiday, and the provisions of this Agreement relative to the treatment of holidays shall apply to such designated day instead of to the Saturday holiday.

Section 6 – Holidays Occurring During a Military Reservist’s Leave of Absence

1. If one of the eight (8) holidays designated in Section 1 of this Article occurs during a Military Reservist’s Leave of Absence for Reserve training, the employee may select a substitute holiday to be taken on the work day immediately before the start of the Leave or immediately after the conclusion of the Leave.

ARTICLE 15

Section 1 — Length of Vacations

1. The length of an employee’s vacation shall vary with the length of the employee’s net credited service with the Company as defined in Article 10 hereof and shall be determined as follows:
 - a. **Two (2) weeks** for employees who complete six (6) months of net credited service within the current calendar year. (In the event an employee attains six months of service, thereby becoming eligible for two (2) weeks of vacation, at a point in the calendar year where no full week of vacation exists, the vacation shall be carried over into the next calendar year. The week will not have to be matched as normal carry-over would, however, it must be completed no later than the payroll week ending on or immediately after May 15th of the new calendar year.)
 - b. **Three (3) weeks** for employees who complete twelve (12) months of net credited service on or before December 31st of the current calendar year. However, if an employee completes six (6) months and twelve (12) months of net credited service in the same calendar year, three weeks of vacation will be granted during the calendar year.
 - c. **Four (4) weeks** for employees who will complete six (6) or more years of net credited service on or before December 31st of the current calendar year.
 - d. **Five (5) weeks** for employees who will complete fifteen (15) or more years of net credited service on or before December 31st of the current calendar year.
 - e. **Six (6) weeks** for employees who will complete twenty-five (25) or more years of net credited service on or before December 31st of the current calendar year, provided, however, that one week must be taken during the months of January, February, March, April, May, November or December.

2. Whenever a vacation date has been assigned by the Company, the employee shall be entitled to take his vacation on that date except in case of emergency.
3. When because of an emergency it becomes necessary to cancel all or part of any employee's vacation in order to complete a project which cannot be reasonably deferred, that part of the vacation shall be rescheduled subsequent to the completion of the project, however, that if it cannot be completed during the calendar year in which the vacation was originally scheduled, the employee shall be allowed to reschedule the vacation period consistent with Section 8 of this Article or receive vacation pay in lieu of time off if unable to reschedule under Section 8 of this Article.

Section 2 — Basis of Pay During Vacations

1. Vacation pay shall be paid to employees at their basic rates plus any night differential payments which would have applied to their regular assignments, had they not been on vacation, but excluding overtime pay, for the number of hours regularly being assigned and worked within the week at the time the vacation is granted.

Section 3 — Vacation Treatment to Employees Separated from the Service

1. An employee who resigns, provided adequate notice (generally two (2) weeks) is given, is laid off because there is not enough work or who is dismissed before his vacation is scheduled to begin, shall be granted an allowance equivalent to the pay for such vacation as such employee is eligible to be scheduled for at the time of leaving.
2. An employee who goes on leave of absence before his vacation is scheduled to begin shall, if he wishes, at the time of leaving be given such vacation as such employee is eligible to be scheduled for at the time of leaving.
3. There shall be no carryover or accumulation of vacation rights or pay from one calendar year to another, except as provided in Sections 8 and 9 of this Article.

Section 4 — Vacation Selection

1. (a) **Minimum Vacation Guarantee:** A minimum of 25% (using the rounding rule described below) of a vacation administrative group with 20 or more employees, or 20% (using the rounding rule described below) of a vacation administrative group with fewer than 20 employees, and in any event at least one person in each administrative group, will be permitted to schedule vacation at any one time. For the day after Thanksgiving only, the minimum guarantee will be fifty percent (50%) for all administrative groups.

It is understood that the minimum vacation guarantee percentages set forth above are minimums and the intent is to allow additional employees off if service requirements permit.

- (b) **Rounding rule:** any fractional number below “.50” is rounded down to the nearest whole number; any fractional number at “.50” or higher is rounded up to the next whole number. Examples: 1.25 is rounded to 1; 2.50 is rounded to 3; 3.54 is rounded to 4.
 - (c) **Vacated Scheduled Vacation weeks:** The Company may, at its discretion, choose not to back fill vacation periods which are vacated for any reason as long as a guaranteed summer week has been selected for the same week as the one vacated i.e., the guaranteed week then counts toward the minimum number off.
2. (a) **Choice of Vacation:**
 - (1) The choice of vacations will be in seniority order within each vacation work group.
 - (2) The Company will distribute vacation schedules by November 1 for the following year.
 - (3) Lists will be distributed by seniority to the minimum number of employees in the group who are permitted to be off at any one time. Each employee in the group will pick all his/her weeks, whether or not they are consecutive, splits, and up to three (3) single days before the schedule is passed on to the next most senior group of employees who constitute the minimum number of employees in the group who are permitted to be off at any one time. Once all employees have selected their weeks and up to three (3) single days, employees shall select any remaining time in accordance with seniority.

(4) Employees in each group will have up to five (5) working days to make their initial selections before the schedule is passed to the next most senior selection group. Once all employees have selected their weeks and up to three (3) single days, employees will have up to three (3) working days to make any additional selections.

(5) Effective September 6, 2011, for purposes of scheduling vacation on Saturdays and Sundays, the vacation percentage off minimums specified in Subsection 1(a) above of this Section 4 will be calculated based on the number of employees who are regularly scheduled in a given administrative group on a Saturday or Sunday respectively. For example, if 4 employees in an administrative group with 22 total employees are regularly scheduled on Saturday, 1 employee will be permitted off on any given Saturday.

(6) The Company and the Union will participate in a joint Vacation Administration Committee comprised of employees in the current vacation schedules, selected by the Union, and designated management. The role of the employee and the Company representatives is to ensure that the appropriate number of individuals are available for work at all times.

(7) It is recognized that through this joint administration, the current contractual provisions may be liberalized in vacations selection groups with consideration given to both employee requests and service requirements.

(8) Where two or more employees on the same vacation schedule have the same seniority date, the selection will be alternated among those employees with the same date; i.e. the person who picked first one year would pick second the next year, etc. Whenever this situation comes up for the first time the alphabetical method will be used to decide the order the first year with the alternation occurring the next year. This alternation method only applies to vacation selection and does not apply to any other provisions(s) of the Collective Bargaining Agreement where seniority is utilized.

(9) Vacation selections or future changes in such selections will be appropriately documented and approved by the employee's supervisor.

(10) Vacation selections will not be handled over the telephone, unless mutually agreeable to the employee and the Company.

3. Those persons qualifying for a fifth week of vacation will be allowed to select the fifth week during the period from January 1st through the last full week in May and from November 1st through January 1st.
4. **Standard splits, single days, half-days, and 2-hour increments:** Each employee will be allowed to split up to two (2) weeks of their vacation into standard splits (two and three day units) or single days, and up to 5 days may be taken in half-day increments, subject to the percentage limitations above. The following procedure shall apply to selecting split vacations and half-days:
 - a. A minimum of five (5) working days' notice shall normally be given by the employee;
 - b. The granting of splits and half-days shall be subject to service requirements;
 - c. The Company may permit employees to take up to sixteen (16) of their vacation time in two (2) hour increments on a "first come, first served" basis.
5. Vacations will not be exchanged among or between employees.
6. Part-time permanent employees will select vacations on schedules separate from those of full-time permanent employees.
7. Hardship or emergency situations will be considered by the company as they occur and the company shall have the right to waive the vacation selection procedures to accommodate these situations.
8. All employees will be guaranteed one week in the summer (last week of June through the Saturday prior to Labor Day). For those employees who by virtue of their seniority were unable to select a summer week the company will open up additional weeks during the summer period. The union representative will canvas the employees for the selection.

Section 5 — Holidays During Vacation Period

1. In instances where an employee's approved full week vacation selection includes a designated paid holiday, the employee's vacation allotment will be reduced by four (4) days. In instances where an approved full week vacation selection includes two (2) designated paid holidays, the employee's vacation allotment will be reduced by three (3) days. Employees will not be required to work on designated holidays falling within their approved full week vacation selection.

Section 6 — Vacation Following Sickness Absence

1. An employee who returns to work after having been absent because of sickness during the period in which he would normally have taken his vacation will have his vacation rescheduled, provided there is sufficient time remaining within the calendar year.
2. An employee who is on sick leave and who is receiving no sick benefits on account thereof may elect to treat any part of such absence for sickness as vacation to which he is entitled hereunder and receive vacation pay therefore.

Section 7 — Death in the Family During Vacation

1. An employee whose vacation is interrupted and who attends the funeral of a person within the meaning of the terms "relative" or "immediate family" as the terms are defined in Article 16, Section 1, Paragraph 5, shall have such portion of his vacation rescheduled so as to give him substantially the same benefit as he would have received under Article 16, Section 1, Paragraph 5, if he had not been on vacation.

Section 8 — Carry-Over Vacation

1. Beginning in calendar year 2012, the carry-over of unused vacation will not be permitted, except in the following instances:
 - a. Previously scheduled vacation is cancelled by management due to business needs, emergencies or the like and cannot be rescheduled before the end of the calendar year.
 - b. Where immediately prior to the start of a scheduled vacation, an employee is temporarily off duty because of illness, injury, or jury duty and there is no available vacation time remaining during which the employee can reschedule the previously scheduled vacation before the end of the calendar year.
 - c. An employee requests and is approved to hold time for the following year for a matter of great personal or family importance.

Section 9 — Disability

1. An employee who has worked during a calendar year and is on a disability absence will take as much of his or her vacation as possible upon return to work in the same calendar year, service requirements permitting; if vacation time in the same calendar year cannot be granted or scheduled due to service requirements or there is insufficient time remaining in the year to take any unused vacation, he will be paid in lieu of the unused vacation. If he is unable to return to work before the end of the calendar year, he will be paid in lieu of the unused vacation.

Section 10 — Incidental Absence During Vacation

1. When an employee on his scheduled vacation experiences incidental sickness (as distinguished from disability sickness) and promptly reports that sickness to the Company during the vacation period, the Company agrees to reschedule that portion of the employee's vacation which the employee lost as a result of his illness. Failure without good cause to promptly report the illness to the Company may result in the Company denying an employee the ability to reschedule the applicable vacation time. The vacation period lost will be rescheduled during the same calendar year, if possible. If it is impossible to reschedule that employee's vacation during that calendar year, the employee may carry over that rescheduled vacation into

the next calendar year, provided the carry over is scheduled and completed by May 15th of the succeeding calendar year.

Section 11 — Banking of Vacation

1. Effective January 3, 1999, employees with 25 years or more of service shall be allowed each year to bank one week of their eligible vacation at the existing base wage rate to be paid upon their separation from the Company. The employee must make their election no later than December 15 of the preceding calendar year for the following years vacation. Employees must complete the required paperwork and understand that once a week has been elected to be banked that election is irrevocable. Upon separation from the Company, the employee will be paid in a lump sum.
2. The Company will provide the Union with a list of employees who elected to bank vacation by December 31 of the year in which the election is made.

ARTICLE 16

Section 1 — Other Excused Absences

Base pay shall be given for regularly scheduled hours of work during absence as follows, but hours so paid for shall not be counted as hours worked for the purpose of computing overtime payments:

1. Jury or Witness Duty: Time lost due to examination for jury duty, or jury or witness duty pursuant to subpoena but the Company will pay only the difference between the employee's base pay for scheduled hours thus lost and the jury or witness fee received by the employee in addition to regularly hourly pay for all hours actually worked. The employee shall be required to present satisfactory proof of the fee received.
2. Injury on Duty: Absence due to injury on duty for not in excess of thirteen (13) weeks. Proof of such injury and that it necessarily causes absence from work during the entire period of such absence is required.

Doctor's Appointments and Physical Therapy Appointments Associated with an On-Duty Injury: Employees shall make a reasonable effort to schedule such appointments outside of their scheduled working hours. When this is not possible, such appointments should be scheduled as close as possible to the start or end of the employee's tour and the employee will incur no loss of pay for appointment time that coincides with scheduled working hours.

3. Other Sickness or Injury: Employees with two (2) or more years of continuous service shall receive base pay for the first seven (7) days or fraction thereof of absence necessarily caused by personal sickness or injury other than injury on duty. Employees will be required to provide a doctor's certificate on the second as well as any subsequent occurrence of more than three (3) days of personal sickness or injury in a rolling twelve (12) month period. Failure to provide a doctor's certificate will result in unpaid days being applied after the third day of absence.
4. Quarantine: Absence due to quarantine shall be subject to the same treatment due to personal illness.
5. Death in Family:
 - (a) Employees shall be granted excused time off with no loss in pay for any matters directly related to the death of a member of the employee's immediate family or any other relative actually living in the home of the employee, in accordance with 5 (b), (c), (d) or (e) below. Such excused time shall be compensated at the basic hourly rate for scheduled work hours actually lost plus any shift differential payments which would have applied to their regular assignments. At management's sole discretion, employees may be granted time off for the funeral of persons not specified below when circumstances warrant.
 - (b) There shall be five (5) days excused absence for the death of an employee's spouse, domestic partner, child (including stepchild, adopted child, and ward), grandchild or parents.

- (c) There shall be three (3) days excused absence for the death of an employee's parents-in-law, brother, sister, step-brother, step-sister, step-parents, legal guardian, grandparents or any other relative actually living in the home of the employee.
 - (d) There shall be one (1) day excused absence for the death of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents-in-law, niece, nephew, aunt or uncle.
 - (e) If the funeral period occurs during an employee's vacation or on a holiday, the employee shall have the right to cancel that portion of their vacation or the holiday. All cancelled vacation or holiday time can be taken at a later time mutually agreeable to the employee and the Company, but may not be carried over to the following calendar year, except in extraordinary circumstances.
6. Inclement Weather: When an employee reports for work on a regularly scheduled day and because of inclement weather is excused, he shall be paid for the hours he was scheduled to work on that day. If an employee is assigned to work on an unscheduled day and reports for work at his normal place of reporting, he shall receive a minimum of four (4) hours pay at his base rate. If because of inclement weather, such employee is excused within two (2) hours of the time of reporting, he shall receive the minimum of four (4) hours pay mentioned above. If such employee is not excused within two (2) hours of the time of reporting he shall be paid for the full day at the applicable rate.
 7. Employee's Marriage: An employee shall be allowed one (1) day off, with pay, for marriage.
 8. Time Off for Compelling Reasons: The Company may grant other leaves of absence with or without pay to employees for compelling reasons and for reasonable lengths of time. Such leaves may include short periods of absence involving less than one (1) full tour of duty. In making requests for time off for compelling reasons that cannot be deferred, employees are expected to state the general nature of the circumstances that gives rise to such a request, such as, legal business, family affairs, medical affairs, etc., provided, however, that the employee is not expected to detail specific circumstances surrounding his request.
 9. Birth or Adoption of an Employee's Child: An employee will be granted one (1) day off with pay for the birth or adoption of an employee's child.
 10. Reimbursement of Adoption-Related Expenses: The Company will reimburse up to \$2,000 of expenses incurred by a full-time employee for the adoption of a minor child under 18 years of age (excludes adoption of a step-child). The employee must provide satisfactory proof that such expenses were incurred in the adoption process, including adoption agency fees, court costs and necessary medical and legal fees. The expenses will be reimbursed once the child is residing in the employee's home and application for legal adoption has been made to the appropriate court.

Section 2 — Family Care Leave

The Company will provide a family care leave which will be administered as follows:

1. Employees will be granted leave in accordance with the provisions of the Family Medical Leave Act, as amended. This time shall run concurrently with any sick leave to which the employee may be entitled.
2. Benefit coverage for employees on an approved family care leave shall continue in accordance with this Agreement.

Section 3-Personal Leave

Employees may request a personal leave governed by the Company's leave of absence policy.

ARTICLE 17

Section 1 — Military Leaves

1. Leaves of absence shall be granted to all regular employees for necessary absence due to required training or entering active duty of the Armed Forces of the United States. For the purpose of this Article, the Armed Forces of the United States shall include all service covered under the Universal Military Training and Service Act as amended and/or the "Uniformed Services Employment and Reemployment Rights Act of 1994" (USERRA), as amended.

2. Such military leaves of absence shall be for the necessary period of absence on account of service in such forces, and any additional period that may be specified in the Universal Military Training and Service Act as amended and/or the "Uniformed Services Employment and Reemployment Rights Act of 1994" (USERRA), as amended. The necessary period of absence shall not be construed to include voluntary extension of military service.
3. Employees who request re-employment within the period indicated in Paragraph 2 above after the termination of their service in the Armed Forces of the United States, after having been granted military leaves of absence, shall unless unable to resume active employment because of service incurred disability, be reinstated in their former or comparable positions in such a manner as to give them such status in their re-employment including full seniority, wage progression and general wage increase credit accruing during the period of their military service as they would have enjoyed if they had continued in such employment continuously from the time of entering the Armed Forces until the time of the restoration of their employment. For the purpose of wage progression, Article 26 hereof shall not be applicable to employees who are granted leaves of absence under the terms of this Article from the period of such leaves of absence, and the loss of experience by reason of such leaves of absence shall not be taken into consideration as a reason for deferment of future wage progression. Employees dishonorably discharged shall not be entitled to reinstatement under the terms of this Article.
4. Employees who are on military leaves of absence from the Company shall be eligible for sickness disability benefits provided in the "Plan for Employees' Sickness Disability Benefits," payment of which will start on the first (1st) day following termination of leave if such sickness disability began during the period of leave. Sickness disability benefits, where payable, will be based upon the net credited service at the time the leave was granted plus elapsed time in military service and will be computed on the basis of the rate of Company pay in effect at the time of reinstatement.
5. Pursuant to this Article, regular employees who are granted military leaves of absence because of compulsory active duty will be covered by the Company's then-current applicable corporate policy on compulsory active duty.
6. Regular employees entering active duty in the Armed Forces of the United States will be given the vacation to which they are entitled under the terms of this Contract. If such employees do not elect to take their vacation before leaving, they will be paid an allowance in cash equal to and in lieu of any vacation which is due. Upon being reinstated upon returning from military service, such employees shall receive any vacation to which they would normally be entitled for the calendar year in which they are reinstated, to the extent that such vacation can be taken within the current calendar year.
7. The benefits provided in this Article are not intended to diminish the protection afforded to regular employees under present or future legislation enacted by the Congress of the United States or by the State Legislature, and this Article is to be liberally construed in the light of all such applicable legislation.
8. For other mandatory service, employees may be paid for such service when authorized by the Company or as may be agreed to by the Union and the Company.
9. Employees who are absent for the purpose of entering the Armed Services as provided herein and who are rejected, and the employees absent for the purpose of performing training duty or emergency service in the Armed Forces of the United States, shall be granted leaves of absence and shall have re-employment rights in accordance with the requirements of the Universal Military Training and Service Act as amended, and/or the "Uniformed Services Employment and Reemployment Rights Act of 1994" (USERRA), as amended, and/or regulations issued thereunder.
10. Regular employees granted leave pursuant to this Article for training periods will be paid only the difference between the employee's base pay under the Company's wage schedules and the military base pay received by the employee for the period of his absence but not exceeding thirty (30) days in a calendar year.

ARTICLE 18

Section 1 — Transfers to or from the Rochester Metropolitan Area

1. Employees may be transferred permanently or temporarily between the Rochester Metropolitan Area and elsewhere in the territory, and into the Rochester Metropolitan Area from elsewhere in the territory.
2. The selection of employees for permanent transfers to or from the Rochester Metropolitan Area shall be in accordance with Article 18, Sections 4, 5, and 7.
3. The selection of employees for temporary transfers to or from the Rochester Metropolitan Area or between suburban tiers shall be in accordance with Section 3, Paragraph 4.
4. The Company will not permanently reassign to the Rochester Metropolitan Area employees who, on October 18, 1968, are based outside the Rochester Metropolitan Area, except on a voluntary basis.

Section 2 — Promotions In or Outside of the Rochester Metropolitan Area

1. In considering employees for promotion from a job classification, employees will be considered without regard to whether they are assigned to the Metropolitan Area or outside the Metropolitan Area.

Section 3 — Temporary Transfers

1. A “temporary transfer” shall be a transfer for a period not to exceed sixty (60) calendar days.
2. The Company shall determine at the time of transfer whether or not the specific transfer is temporary or permanent and shall notify the employee.
3. The Company agrees that transfers (both temporary and permanent) of employees are made primarily for the needs of the business and shall not be utilized to discipline an employee.
4.
 - a. Selection of employees for temporary transfers to or from the Rochester Metropolitan Area for more than twenty (20) working days shall be by seniority from the reporting location with a surplus. Selection of employees for temporary transfers to or from the Rochester Metropolitan Area for twenty (20) working days or less may be without regard to seniority. If an employee is temporarily transferred to an assignment anticipated to be twenty (20) working days or less without regard to seniority but the assignment extends past twenty (20) working days, the employee will be returned to his original reporting location and the assignment will be completed as provided for in temporary transfers for more than twenty (20) working days.
 - b. Selection of employees working out of one reporting location but serving the total Corporate area (e.g. Network Technicians (who were formerly classified as PBX Technicians, C.O. Installers, Communication Technician (assigned to Carrier), Building & Power Technicians), for temporary transfers may be without regard to seniority.
 - c. Selection of employees for temporary transfers between suburban tiers may be without regard to seniority.
 - d. Following the period of the temporary transfers, the employee thus transferred will be retransferred to his former reporting location.
5. In any instance of a temporary job classification transfer for more than twenty (20) working days, seniority amongst those employees qualified and reasonably available shall govern the selection of the employee(s) for such assignment. Following any such assignment, the employees will be transferred back to his/her former location and position and in no event shall any such transfer exceed sixty (60) calendar days.

Where a temporary transfer into a particular work group reaches the 60 day limit specified above, and is immediately (or within a relatively brief period of time) followed by another temporary transfer (out of and into the same respective work groups) that is expected to exceed 20 days, and no qualified and reasonably available employee volunteers for the second transfer, the transfer (and any subsequent transfer(s) of the same kind where there are no volunteers) will be assigned on a rotational basis to employees in the group from which the employees are being transferred, starting with the least senior qualified employee. This rotation list will be re-set on January 1 of each calendar year.

Section 4 — Voluntary Permanent Transfers

1. In the selection of employees for permanent (as distinguished from temporary) transfers from one suburban tier to another suburban tier, the Company will first give consideration to those employees who desire to make the transfer and who meet the requirements of the job to be filled. In such cases the employee with the most seniority shall be permitted to transfer.
2. Permanent Transfers of Sales and Service Technicians
 - a. Permanent transfers from the Rochester Metropolitan area to Suburban or Suburban to the Rochester Metropolitan area within the Sales and Service Technician group will not be affected by qualifications.
 - b. Permanent transfers for the Sales and Service Technician group will be based on seniority if going from the Rochester Metropolitan area East to the Rochester Metropolitan area West and vice versa, from Suburban East to Suburban West and vice versa and from the Rochester Metropolitan area to Suburban and vice versa.

For all other situations, the transfer provisions of this Article shall apply.

Section 5 — Involuntary Permanent Transfers

1. In the case of involuntary permanent transfers (as distinguished from temporary) from one suburban tier to another suburban tier, the employee transferred will be the one with least seniority among those having the necessary qualifications to fill the job.

Section 6 — Cost of Transfers

1. When an employee is voluntarily or involuntarily transferred from one suburban tier to another suburban tier, he shall suffer no loss in regular pay for reasonable time off for moving household furnishings.
2. In cases of voluntary and involuntary transfers, an employee so transferred shall be reimbursed for the actual cost of transportation, meals, lodging and the incidental expenses of himself, including drayage cost, upon presentation of receipted bills (or other evidence of payment) for such items.
3. In cases of involuntary transfer, the employee shall also be reimbursed for loss of unexpired rent, and shall be indemnified against any claims arising from non-fulfillment of his lease.
4. When an employee is permanently transferred from one suburban tier to another suburban tier, he shall be given advance notice of at least thirty (30) days.
5. The term “regular pay” as used in this Article shall be construed to mean the employee’s basic contract wage rate, plus any applicable differential payments.

Section 7 — Retransferring Involuntary Cases

1. Every employee involuntarily transferred by the Company shall, for three (3) years from the effective date of the involuntary transfer, be afforded the opportunity to retransfer to his former position or to another position for which he is qualified at the original location from which he was transferred when the opportunity arises. The order in which such employees may retransfer shall be in accordance with their net credited service. For an employee who was involuntarily transferred from Suburban to Metro or from Metro to Suburban whose 3-year re-transfer period has passed, that employee may request that he or she be returned to his or her original location should a vacancy arise; such requests shall not be unreasonably denied.
2. The Company will not hire a new employee or re-engage a former employee who has a lesser amount of net credited service than an employee who has been involuntarily transferred for the same job or similar job which could be filled by an employee who has been involuntarily transferred provided such employee wishes to retransfer and service requirements can be met and provided further that the employee’s date of involuntary transfer was within three (3) years of the date on which the new employee is to be hired or the former employee re-engaged.
3. The Company will maintain a list of employees with a right to retransfer under the provisions of this Section in order to effectuate the terms of this Section. This list will be kept up-to-date and provided to the Union.

Section 8 — Reimbursement for Travel and Meal Expense

1. a. All employees are eligible for Daily Reimbursement under the qualifications set forth in this Section.

- b. For the purpose of determining whether an employee is entitled to a reimbursement under this Section, each employee shall have a reporting locality.
- c. Metropolitan tiers associated with each reporting locality and suburban tier boundaries coincide with exchange boundaries as follows:

Metropolitan Locations

Central Office	Locations With The Central Office
Brighton Henrietta Town Line Road	BHTLR C.O. 2060 BHTLR (Learning Center) Henrietta Road (Office & Garage) Jefferson Road (Cellular Store) R.I.T. (John St.) Todd Mart (TDMT) Xerox, Jefferson Rd. (XJEF)
Dewey Avenue	Dewey Avenue C.O.
Erie Station	Erie Station C.O.
Central Office	Locations With The Central Office
Fairport	Fairport C.O. Bushnell Basin (BUBA) Fairport Village (FVIL) Linden Ave. (LND)
Fairport (continued)	Pittsford-Mendon Center Rd. (SPIT) Whitney Road Garage Willow Pond Way (WLPD) Woodcliff (WDCF) 3380 Monroe Avenue (Cellular Store)
Field Street	Field Street C.O. Allen's Creek Rd. (EBRI) Westfall Road (WSTF)
Genesee Street	Genesee Street C.O. 1265 Scottsville Rd. (HANGAR)
Lexington Avenue	Lexington Avenue C.O.
Long Pond	Long Pond Road C.O. North Long Pond Road (NLPO) 2390 W. Ridge Rd. (Cellular Store)
Merchants Road	Merchants Road C.O.
Norton Street	Norton Street C.O. Dewberry (DEWB) Pinegrove
Perinton	Perinton C.O. Thayer Rd. Tower
Phillips Road	Phillips Road C.O.
Ridge Road	Ridge Road C.O.
Pixley	Pixley C.O. SPLO
Stone Street	Stone Street C.O. One City Center Fitzhugh Street Frontier Center

	Midtown Phone Center Plymouth Avenue
Stottle Road	Stottle Road C.O. Union Street (Garage)

Suburban Locations

Suburban Exchange Boundaries	Locations Within The Boundaries
Atlanta	Atlanta C.O.
Avon	Avon C.O.
Bergen	Bergen C.O.
Brockport	Brockport C.O.
Caledonia	Caledonia C.O.
Canandaigua	Canandaigua C.O. Bristol Harbor (BHBR)
Castile-Gainsville-Silver Springs	Castile C.O.
Churchville	Churchville C.O.
Cohocton	Cohocton C.O.
Dansville	Dansville C.O.
Suburban Exchange Boundaries	Locations Within The Boundaries
Geneseo	Geneseo C.O. Bliss Road Microwave Tower
Hamlin	Hamlin C.O.
Hemlock	Hemlock C.O.
Honeoye Falls	Honeoye Falls C.O.
Leicester	Leicester C.O.
LeRoy	LeRoy C.O.
Lima	Lima C.O.
Livonia	Livonia C.O.
Mt. Morris	Mt. Morris C.O. Mt. Morris Garage
Naples	Naples C.O.
Nunda	Nunda C.O.
Pavilion	Pavilion C.O.
Perry	Perry C.O.
Springwater	Springwater C.O.
Victor	Victor C.O. 8000 Victor-Fishers Rd (Cellular) Farmington-Canandaigua T.L. Rd. (FARM) Fishers (FISH)
Warsaw	Warsaw C.O. Hermitage
Wayland	Wayland C.O.
Wyoming	Wyoming C.O.

Other Telco Companies

Ogden Telephone	
Frontier Communications of Seneca Gorham Inc.	Bloomfield Garage (FTR garage) Rushville Garage (FTR garage)

2. a. When an employee is temporarily given an assignment which requires him to begin or end his work day outside his reporting locality and in another tier, he shall report to his assigned job location at the

beginning of the assignment and shall receive a daily reimbursement for each such day in an amount in accordance with the following and travel time shall not be allowed for time spent traveling to and from the assigned location at the beginning and end of the day:

Effective 6/1/11

1st Tier	\$ 7.00
2nd Tier	\$13.00
3rd Tier	\$19.00
4th Tier	\$25.50
5th Tier	\$32.00
6th Tier	\$38.25
7th Tier	\$44.50
8th Tier	\$50.75
9th Tier	\$57.00
10th Tier	\$ 6.25 = each additional Tier

- b. If an employee begins his work day in a tier outside his reporting locality that is different from a tier outside his reporting locality in which he ends his working day, his daily reimbursement for such work day shall be determined by the tier in which he began his day or the tier in which he ended his day, whichever is greater.
3. No more than one daily reimbursement shall be paid on any one work day.
4. Daily reimbursement will apply according to the criteria below for (1) involuntary permanent reassignments and (2) voluntary permanent reassignments.
 - a. If the Company permanently reassigns an employee between tier localities, the first 30 calendar days of such a permanent move shall be treated as temporary assignment and the treatment provided in Paragraphs 2 and 4 above shall be applicable for the first 30 calendar days as though the employee were still assigned to this previous reporting locality.
 - b. The effective date of a permanent transfer shall be no earlier than the date on which the employee receives written notification of permanent transfer.
5. When an employee is authorized by the Company to use his own automobile for Company business when the normal route of travel is one-quarter of a mile or more and the employee travels from a Company facility to an assigned job location, or between assigned job locations or from an assigned job location to a Company facility or between Company facilities, he shall receive mileage at the then prevailing standard mileage rate allowable by the Internal Revenue Service (IRS) as a business use deduction from gross income for the driver alone or the driver and one (1) employee passenger.
6. In cases where it is necessary to carry more than one (1) employee passenger the employee owner of the car shall be allowed three (3) cents per mile for every employee passenger over one (1).
7. 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 the Agreement, the Company will change the amount of reimbursement accordingly effective on the first day of the second month following the date of announcement of the change by the IRS or the effective date of the change, whichever is later.
8. The travel time indicated below shall be considered as time worked, and the periods allowed shall be designated by the Company.
 - (1) All travel time from job to job shall be considered time worked.
9. Ogden Telephone Company and Frontier Communications of Seneca-Gorham, Inc. facilities are included in the counting of tiers for payment by the Company.
10. All tiers will be solely calculated by utilizing the agreed-to tier map, which will be posted in each company facility.

11. Tiers will be counted by utilizing the most direct route, counting the touching boundary.

Section 9 — Meal Expense

1. When an employee is held over by the Company to work for four (4) or more hours beyond the end of his/her tour, the Company will reimburse the employee, via the payroll system, meal expense of \$10.50. In addition, if an employee is scheduled to work a night tour and is required to work four or more hours before the start of his/her normal night tour he/she will receive a meal expense paid via the payroll system of \$10.50. A part-time employee will not be eligible for meal expense until he/she has worked four (4) or more hours beyond a tour of duty equal to that of a full-time employee. This meal expense is considered income and will be taxed accordingly.
2. All other reimbursements of meal or luncheon expenses are eliminated.

Section 10 — Parking Expense

1. Parking expense will be reimbursed when an employee incurs a second unusual expense throughout the workday. It will also be reimbursed when an employee incurs a parking expense because he/she is required to travel to other locations during the course of his/her tour.

Section 11 — Motor Vehicle Usage

1. A motor vehicle usage program will be established. At the discretion of the Company an employee may on a voluntary basis take a Company vehicle home. If an employee participates in this program, the following conditions shall apply:
 - a. The employee shall not receive tier payment.
 - b. The employee may be dispatched from home without compensation. If dispatched from home, the Company will dispatch the employee one half hour before start time.
 - c. The start of the employee's tour will be the time of arrival at the first job site; end of the tour will be the time of departure from last job site.
 - d. The first and last job sites shall be within 15 miles of the employee's residence. After 15 miles the employee shall receive travel time.
 - e. The motor vehicle will be utilized only for traveling to and from work or between assigned work locations.
 - f. In case of vehicle breakdown, the employee will be compensated for actual additional travel time incurred. The Company will make the necessary arrangements for the routine maintenance of the vehicle as required.
 - g. An employee may withdraw from participation in this program by giving his supervisor 30days' notice. The Company may elect to discontinue the employee's participation in the program by giving him 30days' notice.
 - h. If the Company wishes to cancel the Motor Vehicle Usage Program, it shall give the Union 45days' notice of such cancellation.

ARTICLE 19

Section 1 — Demotions to Jobs Having Lower Schedules

1. When an employee is permanently transferred to a job having a lower wage schedule, his rate of pay shall not be reduced if his rate is at or below the maximum rate for the new job classification. If his rate is below the maximum rate for the new job classification, he shall continue at such rate until his service in the new classification entitles him to an increase based on the new schedule, except as provided in the provisions of Article 26 hereof, with credit being given for time elapsed since his last increase. Such credit shall be computed as indicated in Article 28 hereof. If the employee's rate is above the maximum rate for the new classification, his rate shall be reduced to such maximum rate.

Section 2 — Promotions to Jobs Having Higher Schedules

1. Employees working in job classifications who are in progression or who have reached the top of their particular progression schedule when promoted to a job having a higher wage schedule shall be placed on the new wage progression table at a point which is:
 - a. Consistent with the promotional treatment language in Article 28 or —
 - b. Is required in order to reach the minimum rate for the job.

ARTICLE 20

Section 1 — Discharges, Demotions and Suspensions

1. No employee covered by this Agreement shall be discharged, demoted or suspended except by proper action and for just cause.
2. The Company agrees that no employee will be discharged, demoted or suspended (except when such suspension is for the purpose of investigation) without prior investigation by the appropriate levels of management. Except for good cause, a suspension for the purpose of investigation shall not normally exceed ten (10) working days.
3. In the event an employee is discharged, the Company shall so notify the President of the Local, in writing, as soon as is practicable, normally within twenty-four (24) hours following such action. Such notice shall contain the affected employee's name, job title, work location and the reason for such action.

In the event an employee is demoted, suspended, placed on final warning, or a scheduled increase is withheld, the Company shall so notify the President of the Local, in writing, as soon as is practicable, normally within forty-eight (48) hours following such action. Such notice shall contain the affected employee's name, job title, work location and the reason for such action.
4. Except for good cause, the length of any disciplinary suspension (as opposed to a suspension for investigation) that is pending final determination of the length of such suspension shall be normally determined within ten (10) working days of the date of suspension.

Section 2 — Reinstatement

1. If, as a result of grievance or arbitration procedure, it is determined that an employee was unjustly discharged, suspended or demoted, the Company shall reinstate the employee and reimburse him on the following basis:
 - A. In a discharge or suspension case, the employee shall receive his full pay for time lost, except when otherwise dictated by the decision of an arbitrator.
 - B. In a demotion case, the employee shall be compensated for loss of wages in an amount equal to the difference between his rate of pay immediately prior to the demotion and his rate of pay during the period of demotion.
 1. If the employee would normally have received a progression schedule increase had he not been demoted, the higher wage rate shall be used to determine his loss of wages for the period of demotion during which he would normally have received the higher rate of pay.
 2. In both cases described in A and B above, (except for pay as provided in A above) the employee shall be restored with full rights and benefits to which he would have been entitled had the dismissal, demotion, or suspension not taken place.

ARTICLE 21

Section 1 — Grievances

1. It is expressly agreed to by the parties that all grievances shall be exclusively and finally settled through the grievance-arbitration procedure of this Agreement.
2. A grievance shall be a complaint by an employee or group of employees or by the Union on behalf of an employee or group of employees, that said employee or group of employees have in any manner been treated unfairly by the Company, or any complaint by an employee or group of employees or by an authorized Union representative with respect to the interpretation or application of any of the provisions of any collective bargaining agreement between the parties.
3. If there is violation of Section 1, Paragraph 1 of this Article without the sanction, encouragement, participation, support, incitement or aid, in any manner by the Union and Local 1170 the Company will not hold the Union and Local 1170 responsible for such violation providing the Union and Local 1170 take the following action upon notification by the Company that such violation has occurred:
 - a. The Union and Local 1170 shall immediately issue a notice to the Director of Industrial Relations, the employees, and the news media that such interference in Corporate operations is unauthorized by the Union and Local 1170, is in violation of the Working Agreement and that any picket activity that may be established is to be disregarded and not respected.
 - b. The Union and Local 1170 through its officers and stewards is to communicate as quickly as possible with the employees that are in violation of this Article and encourage them to terminate such violation. The Union and Local 1170 shall notify the employees in violation of this Article, in writing, that their actions are not sanctioned and encourage them to return to work and refrain from such actions in the future.

Section 2 — Presentation of Grievances

1. The Union shall be considered the representative for grievance representation purpose of any employee laid off, discharged or otherwise separated from the payroll until the limits of the grievance and arbitration procedure have been exhausted (except that the termination of a probationary employee shall not be subject to the arbitration procedure).
2. In the event an employee or group of employees presents a grievance without a local representative or officer of the Union being present, the Company will notify the appropriate local steward or the President of the Local of the details and the disposition of all such grievances or conduct peculiar to the employee or employees lodging the grievance and not involving the interpretation or application of any collective bargaining agreement between the Company and the Union.
3. Grievances presented at any step of the grievance procedure in accordance with Section 3, Paragraph 1 of this Article shall be presented in writing on the grievance form adopted by the parties. The Company's answer shall be submitted in writing.
4. Once a grievance has been presented by the Union to the Company, representatives of the Company shall not discuss or attempt to adjust the grievance with the aggrieved employee or group of employees, except that nothing in this Article shall be interpreted to deny rights existing to any employee or group of employees under Section 9 (a) of the National Labor Relations Act as amended.

Section 3 — Grievance Procedure

1. It is the goal of the parties to resolve as many issues as possible, prior to initiating the grievance procedure. An employee or a union representative may discuss a potential grievance informally with the employee's immediate supervisor to attempt to resolve an issue, prior to formally moving a grievance to Step 1.
2. **Grievances shall be processed in accordance with the following successive steps:**
 - A. **Step No. 1 — the grievant(s)' immediate supervisor**
 - i. Grievances involving any of the following subject matter will be heard at Step 1:

Attendance, Disciplinary Warnings and Personnel Record Entries, Dress Code, Holidays, Overtime, Pay Treatment, Safety, Scheduling, Seniority, Training, Unfair Treatment Claims, and Vacation.
All other grievances will be initiated by the Union at Step 2.

- ii. Face to face meetings of the appropriate first and/or second tier manager and Union Steward(s) at Step 1 are strongly encouraged by the Company and the Union. Step 1 meetings will be attended by either a first or second tier manager and the Union Steward; if the Company has two (2) representatives present for a Step 1 meeting, the Union may have two (2) representatives present. Management will notify the Union in advance of a First Step meeting if two (2) Company representatives will be present at the Step 1 meeting. Exception: the Union may have a new Steward (in training) attend up to two (2) Step 1 meetings for training purposes even if the Company has only one representative present.
 - iii. The Union agrees to present as many specific, relevant facts as can be reasonably obtained when presenting the grievance form. First and/or second tier management will investigate the facts presented by the Union Steward and bring to the Steward's attention other facts believed to be relevant to the grievance.
 - iv. Any settlement of a grievance at Step 1 will be on a "no prejudice-no precedent basis". This means that any settlement or adjustment of a grievance at Step 1 is binding only for the particular grievance being considered and will not constitute precedent. Such a settlement may not be referred to, cited, or used in any other manner by either party in any arbitration or other legal proceeding except one involving a claim that the particular settlement has been violated.
 - v. Settlements should be reduced to writing (in simple, informal terms) to assure a joint understanding of what has been agreed to. The terms of any settlement should be promptly effectuated. If a settlement is reached, a copy must be sent to the Union's office by the Union Steward; the supervisor must send a copy to the Director-Human Resources. If a settlement is not reached, the supervisor must send a copy of the grievance answer/response to the Union's office and to the Director-Human Resources.
- B. Step No. 2-- Representatives from Human Resources and from the operational area relevant to the grievance
- i. The parties will jointly prepare an agenda listing the grievances to be discussed at each Step 2 meeting, to be completed at least five (5) working days in advance of the meeting date.
 - ii. The Company and Union agree to schedule monthly meetings where Step 2 grievances may be heard. The goal of the parties is to schedule and meet to discuss Step 2 grievances within thirty (30) days of grievances being submitted to Step 2. These meetings may be cancelled by mutual consent of the parties or when no Step 2 grievances are pending.
3. No grievance shall be considered hereunder unless presented within 60 workdays from the date of the incident that is the subject of the grievance or from the date the Union became aware or reasonably should have become aware of the incident. Grievances alleging improper layoff, discharge, or other separation from the payroll shall be initiated by the affected employee or employees or by the Union within 20 workdays of such action by the Company. Note: Grievance alleging improper layoff, discharge, or other separation from the payroll shall be initiated by the affected employee or employees or by the Union at Step No. 2 and the time limit for the Company's reply specified in paragraph 4 of this Section shall run from the date of the meeting between the parties on said grievance.
 4. Grievances presented to the Company at Step No. 1 shall be answered by the Company representatives within five (5) working days of its presentation. Grievances presented to the Company at Step No. 2, as well as grievances processed to Step No. 2, shall be answered by the Company representatives within five (5) working days of the introduction of the grievance to the Step No. 2 level.

5. Appeals by the Union to the Second Step of the grievance procedure must be taken within five (5) working days of the date of the Company's written answer at Step No. 1.
6. In the event the Union is in violation of any of the time limits contained in this Section, the grievance shall be considered closed and it shall not be processed any further.
7. In the event the Company is in violation of any of the time limits contained in this Section, the Union shall have the right to immediately advance the grievance to the next applicable step of the grievance-arbitration procedure.
8. Nothing contained in Paragraphs 5 and 6 shall prohibit the extension of time limits by mutual consent of the parties.
9. The grievance shall be considered closed unless processed under Article 22, Section 1. However, failure to process the grievance under Article 22, Section 1 will not preclude the Union from processing similar grievances in the future under Articles 21 and 22.
Settlement of a Step 2 grievance shall not be final unless endorsed within six (6) months by the Local President or the designee of the Local President and the appropriate Director or Company designated representative.
10. The President of the Local shall furnish to the Company written lists of local representatives authorized to present and process grievances and shall notify the Company in writing of any change of local representatives.
11. Grievance meetings between Union and Company representatives shall be held at the request of either party upon reasonable notice to the other party.
12. Local Union representatives investigating circumstances surrounding any grievance may do so on Company premises and shall receive the Company's cooperation.
13. When such investigations, as are provided for in Paragraph 12 above, are being carried on by Union representatives not on leave from the Company, such Union representatives shall be excused from work with full pay, for the time necessary to investigate the grievance, in accordance with, and subject to the day limit set forth in, Article 4, Section 2, Paragraph 4.
14. If a grievance involves a discharge, demotion or a suspension of an employee for five (5) days or more, the first step of the grievance procedure shall be waived at the request of the Union and the grievance may initially be taken to the second step.

ARTICLE 22

Section 1 — Arbitration Under the Contract

1. Grievances which are not satisfactorily adjusted in accordance with the grievance machinery and that involve an alleged violation of a provision of this Agreement, a Memorandum of Agreement or Letter of Intent agreed to by the parties, or a past practice shall be referred to arbitration pursuant to the provision of this Article upon written notice to the other party.
2. Each party agrees that arbitration will not be invoked until the steps of the grievance procedure have been exhausted, except that if either party precludes the use of the grievance procedure at any step the other party may invoke arbitration as herein provided.
3. Appeals by the Union to arbitration must be taken within sixty (60) workdays of the date of receipt of the Company's written answer at Step No. 2 or the grievance will be closed. If within twenty (20) workdays of a request for mediation, the Company has not agreed to mediation, the Union shall have an additional twenty (20) workdays to appeal the grievance to arbitration. The Union will submit its Notice of Intent to Arbitrate

to the Company and the parties shall, within twenty (20) workdays of said Notice, mutually agree upon an Arbitrator. Should the parties not agree upon an arbitrator within this time, the party seeking arbitration shall, within five workdays, request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS), copy to the Company. Each party shall alternately strike a name from the list of arbitrators until there is one name remaining. The scheduling of the hearing and the conduct and procedures for the arbitration shall be in accordance with the rules of the FMCS.

Unless the parties agree otherwise, a requested list of arbitrators from FMCS shall be made to the Buffalo Regional Office for a list of seven arbitrators drawn from FMCS Region 7. The striking of names from the list provided shall begin with the moving party on the first case so filed, with each subsequent case alternating the party that strikes first.

4. The Company and the Union may agree to alternative procedures for selection of an arbitrator and the conduct and procedures of a hearing upon mutual consent on a case-by-case basis.

Section 2 — Arbitration Procedure

1. The Union and the Company agree to cooperate with the arbitrator in every way possible.
2. Either on his own initiative or at the request of either party, the arbitrator may hold a hearing and examine the witnesses of each party.
3. Both the Company and the Union shall have the right to cross-examine all witnesses.
4. The arbitrator, the Union or the Company shall have the right to record or have recorded the proceedings of the arbitration by any device or system.
5. The arbitrator shall render his decision as expeditiously as possible.

Section 3 — Authority and Decisions of Arbitrator

1. The arbitrator shall have authority to rule on the full merits of any dispute or grievance properly referred to him, and shall have the authority to order performance either prospectively or retroactively, except as otherwise specifically provided by this Agreement.
2. The arbitrator shall have no authority to add to or subtract from or to modify the provisions of any contract between the parties; but this in no way shall limit the arbitrator in the interpretation or meaning he may place upon any of the provisions of any contract between the parties in rendering a decision and/or an award.
3. The arbitrator shall have authority to decide on questions of fact involved in any dispute or grievance referred to him.
4. Where the dispute or grievance submitted to arbitration involves the payment of money by the Company, retroactively or otherwise, to an employee or employees covered by this Agreement, the arbitrator shall have the authority, except as provided in Article 20 of this Agreement, to include in this award an order for such payment of money, retroactively or otherwise, if in his judgment, such money award is justified. However, in no other dispute or grievance submitted to arbitration shall the arbitrator have the authority to include in his award an order for the payment of money by either party of this Agreement to the other.
5. The decision and/or award of the arbitrator shall be final and binding on both parties and enforceable in a court of law.

Section 4 — Cost of Arbitration

1. Compensation and expenses of the arbitrator and the general expenses of arbitration shall be shared equally by the parties.
2. Each party shall bear the expenses of its own representatives and witnesses.

ARTICLE 23

Section 1 — Plan for Employees' Pensions, Disability Benefits and Death Benefits

1. During the term of the Contract, no change may be made without the consent of the Union in the existing "plan for Employees' Pensions, Disability Benefits and Death Benefits," which would reduce or diminish the benefits or privileges provided thereunder. Any claim that such benefits or privileges have been diminished or reduced may be presented as a grievance and if not resolved by the parties under their grievance machinery may be submitted to arbitration pursuant to the provisions of Article 22 hereof, but in any such case any decision or action of the Company shall be controlling unless shown to have been discriminatory or in bad faith, and only the question of bad faith or discrimination shall be subject to the grievance procedure or arbitration.
2. Eliminate pre-pension leave effective April 14, 1996. Employees who declare their intention to retire prior to April 14, 1996 will be eligible to receive pre-pension leave. Employees who declare their intention to retire after April 14, 1996 will not receive pre-pension leave. Current employees who desire to take advantage of pre-pension they must state in writing their intention to retire and their last day of work (*excluding any paid time off*) must be prior to April 13, 1996.
3. a. Effective December 31, 1996 the defined benefit pension plan for the bargaining unit will be frozen. Retirement age and service requirement will be reduced permanently by three years:
 - * Effective with ratification all pension bands will be increased by (20%) (see table on page 119).
 - * The Plan's current service requirement for an unreduced pension is reduced from 30 years to 27 years.
 - * The Plan's age and service requirement for an unreduced pension is reduced from age 55 plus 20 years of service to age 52 plus 17 years of service.
 - * The Plan's early retirement age and service requirement for a reduced pension is being reduced from age 50 plus 25 years of service to age 47 plus 22 years of service.
 - * Deferred vested rules which come into effect if employment terminates before a participant is eligible for retirement benefits will not change except as prescribed by law; unreduced benefits will not be paid before age 65. The Plan's age 65 plus 5 years of service requirement is also not being reduced.

The Death Benefit will also be eliminated for all active employees effective 12/31/96.

- b. The Company agrees to provide an additional 5% increase to the currently frozen pension bands for all current employees in the bargaining unit, who retire after April 29, 1997 who have a net credited service date prior to December 31, 1995.

Section 2 — Benefits

1. Specific reference to insurance carriers, method of payment, method of funding or administration of benefits contained in the Working Agreement shall not be construed as limiting or restricting the Company from modifying or changing such practices, procedures, methods or carriers as long as the benefits and privileges provided are not reduced or diminished. Any implied or expressed limitations or restrictions currently contained in the Memorandum of Agreement on Group Life shall be considered null and void.
2. Any reduction or diminishment of benefits and privileges provided by any carrier shall be subject to full grievance and arbitration procedures.
3. The Company will request from the Blue Cross/Blue Shield a detailed summary of the privileges and benefits provided in the current Medical Coverage Group Plan for the employees of the Bargaining Unit. The Company will provide the Union with a copy of such detailed summary.
4. In the event the Company wishes to change carriers, the Company will provide the Union with a copy of a detailed summary of the privileges and benefits provided by the new carrier.
5. Newly hired or re-hired employees will be eligible for Health and Welfare benefits (excluding STD and LTD) following ninety (90) days of employment.

6. Employee and dependents' Medical coverage ends as of the date employment ends.
7. The Company and the Union agree to establish a joint Health Care Cost Containment Committee.
8. Domestic Partner coverage for same sex Domestic Partners will be included for all qualified benefits. (Dependent medical coverage: to age 19, or age 23 if the dependant is a full-time student, or to age required by law (currently age 26).

Section 3 — Dependent Spending Account/Health Care Spending Account & Pre-tax Parking/Mass Transit

1. Effective January 1, 1991 the Company will implement a Dependent Care Flexible Spending Account for employees covered by this Agreement. The Company shall, in its sole discretion, design, implement and administer this Plan subject to the applicable laws and regulations of ERISA and the Internal Revenue Code, which presently contain the following provisions:
 - a. Only expenses associated with dependent children under age 13 are eligible unless the dependent is mentally or physically incapable of self-support.
 - b. Incurred expenses are eligible only if they allow the employee, or the employee and spouse, to work.
 - c. The plan must coincide with the calendar year.
 - d. Elections must be made prior to the start of a plan year and cannot be amended during the plan year unless there is a change in family status as outlined in IRS Codes.
 - e. Mid-year elections are allowable for newly hired employees.
 - f. Funds not used during the plan year must be forfeited.
2. Effective January 1, 1997, employees may establish a Health Care Spending Account. This account allows for an employee to pay for most health care expenses not covered under their medical, dental or vision plans with tax-free dollars, consistent with the law.
3. The Company reserves the right to change the terms of the Plan as may, in its judgment, be appropriate to comply with the regulations or statutes governing the Plan. All questions arising in connection with the Plan are specifically excluded from the grievance and arbitration procedure.
4. The Company will establish a Pre-tax Parking/Mass Transit Spending account February 1, 1999, which allows for an employee to utilize pre-tax dollars to pay for any work related parking or mass transit expenses incurred on their commute from home to work and back.

Section 4 — Savings Plan - 401K

1. The plan will provide as follows:
 - a. Covered Employees: regular CWA bargaining unit employees.
 - b. Eligibility: Permanent full-time and part-time employees only. The eligibility date is the first of the month following thirty days from the date of hire.
 - c. Employee Contributions: Voluntary contributions of any whole percentage of base compensation during a payroll period up to legally allowed maximums.
 - d. Active employees can borrow against their account balances up to the limits prescribed by Law. Loan fees are paid quarterly and charged to participant accounts. Retired/terminated employees can continue payments on existing loans on a quarterly schedule but cannot take out new loans. The company will pay for any withdrawal or distribution fees.
 - e. Vesting: 100% in all contributions at all times.
 - f. Investments: Agree to conform to the investment options in the Frontier Savings Plan.
 - g. Distributions: Lump sum, installment payments or an annuity upon termination of employment due to retirement, death, disability or other reason.
 - h. In Service Distributions: Pre-tax contributions, which are fully taxable and subject in most cases to the 10% tax penalty, can only be withdrawn for specific "financial hardship" reasons which, according to IRS statutes, must be certified.

- i. Overtime wages shall be used in the 401K as part of base compensation.
2. All questions arising in connection with the Plan other than the Company's determination of eligibility of employees to participate in the Plan are specifically excluded from the grievance and arbitration procedure outlined in this Agreement.
3. The Company reserves the right to change the terms of the Plan as may, in its judgment, be appropriate to comply with the regulations or statutes governing the Plan.

Section 5 — Stock Purchase Plan

Note: In the event the Company reinstates an employee stock purchase plan, it will notify the Union and discuss potential employee participation in the plan.

1. The Company will maintain a payroll deduction Stock Purchase Plan for employees covered by this Agreement, provided it is able to maintain an arrangement with an administrator subject to these terms. Under the Stock Purchase Plan, employees will be provided with the opportunity to purchase shares of Company common stock through payroll deduction. The Company will pay the administrative costs associated with the Plan. The provisions of this Plan will be as determined by the administrator and will include, but not be limited to, the following:
 - a. Deductions will be in whole dollar amounts; minimum of \$5.00 per week.
 - b. Payroll deduction changes may occur once a month.
 - c. Stock dividends will be reinvested to purchase additional shares of Company common stock.
 - d. Employees participating in the Stock Purchase Plan may buy additional shares of stock by sending a check directly to the agency administering the plan. The minimum additional purchase is \$25, and the maximum additional purchase is \$5000.
 - e. From the time of purchase employees will own full and/or fractional shares of stock.
 - f. Employees will receive a statement from the plan administrator in accordance with its normal procedures.
 - g. Employees will pay for service and brokerage costs charged by the administrator for shares sold.
 - h. Employees' accounts may be terminated at the employee's direction.
 - i. This Stock Purchase Plan is not a tax-deferred Plan. Any dividends and/or capital gains or losses resulting from participation in the Plan are subject to taxable considerations.
 - j. There is no guarantee under the Plan against financial loss due to change in stock market price.
 - k. Matters arising relative to the Plan are not subject to the grievance and arbitration procedure.

Section 6 — Retiree Health Care

1. Employees who retire after the implementation and prior to December 31, 1996, will not have to pay any premium for the basic Blue Cross & Blue Shield family or single health care coverage where the Company was providing 100% of the cost.

Employees who retire between January 1, 1997 and January 1, 1998 shall receive \$375.00 (family) \$225.00 (single) per month as the company's contribution towards their retiree health care. Employees who retire between January 1, 1998 and January 1, 1999 shall receive \$375.00 (family) and \$225.00 (single) per month as the company's contribution towards their retiree health care. Employees who retire after January 1, 1999 shall receive \$371.00 (family) and \$221.00 (single) per month as the Company's contribution towards their retiree health care. Employees hired on or after June 14, 2015 are not eligible for retiree health care and any provisions in this agreement related to retiree health care do not apply.

Employees who retire under the provisions of this agreement shall have free basic high speed internet and phone service consistent with the Collective Bargaining Agreement providing they reside within and receive service from the Company within the LATA. Any required fees, taxes, and surcharges will be the responsibility of the retiree.

2. For purposes of securing health care benefits for employees who retire after July 1, 1996, and for securing other non-pension retiree benefits as appropriate, the Company intends to establish a VEBA trust. The Company shall, in its sole discretion administer this trust subject to applicable laws and regulations.
3. The Company will reimburse the eligible retiree and his/her spouse for the monthly premium cost of Plan B of Medicare. Employees who retire on or after January 1, 1991, or who reach age 65 on or after January 1, 1991 shall have their monthly premium cost of Plan B of Medicare and their spouses capped at \$28.60. The Company will pay 100% of the Medicare Part B for all employees who retire prior to December 31, 1996. Employees who retire after 12/31/96 will fall under the Corporate Benefit Plan for retirees. For employees who retire after December 31, 1996, the Company will no longer pay Medicare Part B.
4. Death of a Covered Retiree
A surviving spouse and any dependents will be eligible for 3 months of Company paid retiree medical coverage commencing the month after the retiree's death, if they were participants in the company's retiree medical plan. The surviving spouse may continue retiree medical beyond this period by paying the full premium.

Note: The Company has agreed to apply this provision to current retirees. The Union has agreed that the Company's willingness to do so does not in any manner prejudice the Company's position that it does not recognize the Union as the representative of retired employees.

Section 7 — Disability

Short-Term:

All employees will receive a short-term disability benefit. Short Term Disability (STD) will provide for an income replacement equal to 70% effective 1/3/99, of the pre-disability base salary for the first 180 days after a one-week waiting period.

When an employee who has been out on a STD absence returns to work and begins another STD-covered absence, whether or not a new 180 day STD period commences shall be determined as follows:

- A. If an employee who returns to work from a STD-covered absence for a minimum of one (1) day is thereafter absent and on STD due to an illness/disability that is different from the one(s) that caused the immediately preceding STD absence, a new 180 day STD period commences (with the one week waiting period).
- B. If an employee who returns to work from a STD-covered absence is thereafter absent within thirty (30) consecutive calendar days of returning to work and the absence is due to an illness/disability that caused the immediately preceding STD absence, the absence shall be treated as a resumption of the prior 180 day STD period, with no waiting period.
- C. If, however, an employee who returns to work from a STD-covered absence works at least thirty (30) consecutive calendar days, a new 180 day STD period (with a one week waiting period) will commence for a subsequent STD-covered absence due to an illness/disability that caused the immediately preceding STD absence.

Long-Term:

Effective January 1, 1997, following a short term disability of 180 days, all employees will receive a Long term disability (LTD) benefit beginning on the 181 first day of absence, which provides income replacement equal to 50% of your disability income up to age 65, or longer if they become disabled after age 60. After 365 days (from the date of the first day of absence) separation of employment occurs (unless circumstances under State or Federal Law prohibit termination); however, long-term disability benefits continue and the individual becomes eligible for COBRA benefits.

Employees may also purchase additional LTD coverage at 60% replacement or 70% replacement in accordance with plan provisions. The parties agree that employees will be provided an enrollment opportunity to purchase this LTD coverage outside of TelFlex.

Disability benefits are subject to maximum payments, coordinated with income from other sources, such as Social Security, and the rules concerning disability from “own” occupation and “any” occupation.

Employees separated from employment under the provisions of the Long Term disability program may be re-employed at the sole discretion of the Company and if so re-employed shall have their service bridged pursuant to provisions of Article 10, Paragraph 3 of the Collective Bargaining Agreement. Upon rehire an employee returned to employment with a service break of less than one (1) year following separation, shall be returned to the same wage progression step and benefit package as previously assigned.

The Company will agree to review future re-hire in accordance with the above provisions for the two employees as identified by the Union in this set of bargaining who were separated from employment as a result of extended absence.

The Company will notify employees on Long Term Disability of their obligation to continue to pay union dues and contributions to health care. The employee will then be responsible to submit a check to the Company to cover the union dues and health care.

Union dues and health care (union disability premium) will be forwarded to the union through the normal payment process.

The Company has made arrangements with the Long Term Disability carrier, who pays long term disability on a monthly basis, to issue the employees first long term disability check two weeks after the commencement of long term disability.

Section 8 — Disability Procedure

When the Company requires an employee on disability to submit to an additional Independent Medical Opinion regarding the disability (paid for at company expense) and that disability prognosis differs from the employee’s existing physician’s disability prognosis, a third physician will be selected by mutual agreement by the IMO doctor and the employee’s physician, and the disability prognosis by the third physician (paid for at company expense) chosen will be binding.

Section 9 — Medical Plans & TelFlex

1. The flexible benefit plan (TelFlex) will continue in effect for employees covered by the Collective Bargaining Agreement.

All employees will be eligible to enroll in TelFlex. New employees will be eligible following ninety (90) days from the date of hire. In all cases the premium amount that is utilized is based on the even rating schedule.

The Extraordinary Medical Expense Plan currently existent will continue in full force and effect pursuant to the terms of the plan SPD.

Health Care Account

Under the Telflex plan the company will provide benefit credit dollars equal to:

- * 79% of the FTR Select premium effective January 1, 2016
- * 79% of the FTR Select premium effective January 1, 2017
- * 79% of the FTR Select premium effective January 1, 2018

- * Plan Design Changes shall be as agreed during 2015 negotiations, including the continuation of a ten percent (10%) tobacco user premium for an employee or covered spouse who is a tobacco user. The 10% tobacco user premium is computed based on the cost of single coverage for the medical plan selected by an employee.
- * The design of the FTR Select was based on the Excellus Blue Choice Select.
- * The price of supplemental insurance coverage at two times your annual earnings. Effective January 1, 2016 the price of Supplemental Life insurance coverage at one time your annual earnings. All employees will receive \$10,000 of basic life insurance paid for by the Company in addition to their credits.
- * The price of accidental death and dismemberment insurance at two times your annual base wages.
- * The price of long term disability insurance at 50% income replacement level to a maximum of \$50,000 per year; the Company will provide Long Term Disability coverage at 50% if the employee uses no credits to purchase additional coverage.

Employees will receive *one* of the TelFlex benefits allowances, *either* one for employee-only coverage or one for family coverage. The decision made regarding medical coverage will determine that benefit allowance you will receive. If an employee elects the no medical coverage option their credits will be based on employee-only credits. Employees who do not spend their total credit allotment when choosing available TelFlex options may put 25% of the remaining TelFlex allowance in the 401K and/or receive it as additional taxable income. This allotment will be distributed by year end to employees who are on the active payroll at the end of the plan year. Should the 401K monthly amount you elect combined with your other 401K contributions, cause them to exceed IRS limits, all or part of this amount will be allocated to them as taxable income (cash payment).

For employees who elect EME (extended medical) under TelFlex the choice is committed for a two year period. Also the decision not to elect this coverage, other than for applicable changes in family status, will be in effect for two years.

All employees hired prior to January 1, 1997, shall continue to be entitled to participate in the Extraordinary Medical Expense Plan pursuant to the terms of Summary Plan Description with the Company paying the full premium. The EME deductible shall be \$200 (single) and \$400 (family) per year. Effective January 1, 2018 the EME deductible shall be modified to \$300 (single) and \$600 (family) per year.

Death of an Active Employee

A surviving spouse and any dependents are eligible for 3 months of Company paid medical COBRA coverage commencing the month after the employee's death, if they were participants in the Company's medical plan at the time of the employee's death.

Section 10 — Spending Account

TelFlex provides for two spending accounts to offer you a way to pay for many health and dependent care expenses with tax-free dollars.

1. Employees may establish a Health Care Spending Account. This account allows for an employee to pay for most health care expenses not covered under their medical, dental or vision plans with tax-free dollars, consistent with the law.

Section 11 — CWA Local 1170 Pension Fund

The Company will contribute 7.5% of base wages for all regular and probationary, full and part-time employees to the CWA Local 1170 pension fund. Effective January 1, 2016, this contribution will increase to 7.75%. Effective January 1, 2017, this contribution will increase to 8%. The calculation in computing this contribution is base wages at the end of each month. This fund is administered by the Union.

The Union shall indemnify the Company and hold it harmless from all claims, damages, costs, fees or charges of any kind that may arise in connection with the administration of this new fund, and the transmitting of such funds to the fiduciary selected by the Union.

The Company and the Union shall each have two representatives who shall act as trustees to the plan.

Section 12 — CWA Local 1170 Health and Welfare Fund

Effective the month in which the 2011 Agreement is ratified, the Company shall contribute \$79.42 per month to a Union Health and Welfare Fund for each enrolled employee on the payroll 31 days or more. Effective February 1, 2012, this contribution shall be 82.42 per month; effective February 1, 2013, this contribution shall be \$85.42 per month. Effective February 1, 2014, this contribution shall be 88.42 per month. Effective February 1, 2016, this contribution shall be \$89.42 per month. Effective February 1, 2017, this contribution shall be \$90.42 per month, and effective February 1, 2018, this contribution shall be \$91.42 per month.

The Union shall indemnify the Company and hold it harmless from all claims, damages, costs, fees, or charges of any kind which may arise in connection with the administration of the Union Health and Welfare fund; the failure

to make deductions or the honoring of payroll deduction authorization and the transmitting of such deducted amounts to the fiduciary selected by the Union.

The Union shall also supply the Company with a monthly list of the employees enrolled in the program.

The CEO of Frontier Telephone of Rochester will designate a Trustee to the Plan. Employees shall continue to pay the cost of all optional riders associated with the present Blue Cross/Blue Shield Plan.

Section 13 – Basic Life, Supplemental Life, Accidental Death or Dismemberment, and Family Life Insurance Coverage [Former Memorandum of Agreement that was moved into this Article in 2007]

Section 14 – The Company and the Union agree to meet for the purpose of collective bargaining only on the issue of a “Cadillac Tax” being implemented through the Affordable Care Act on the health care benefits covered under this agreement.

SUBSECTION I

Types of Insurance Available

In accordance with the provisions of this Agreement, the Basic Group Life, Supplemental Group Life, Accidental Death or Dismemberment Insurance Program, and Family Life Insurance shall be made available to all eligible employees (which term when used herein means those employees described as eligible in Section III). It is understood that the insurance is being made available to employees by the Company as part of an Insurance Program also covering persons not in the Bargaining Unit represented by the Union. As to the eligible employees, the Program shall include provisions covering the benefits and specifying the conditions set forth in this Agreement. All benefits under the Program will be insured with and payable solely by an insurance company pursuant to a group policy or policies issued to the Company.

SUBSECTION II

Optional Supplemental Life Insurance

In accordance with the provisions of this Agreement as set forth in Section I, the Supplemental Group Life Insurance shall be offered by the Company to all eligible employees. This insurance shall be continued only at the employee’s request as long as they remain an active employee.

SUBSECTION III

Eligibility

1. All regular employees in the Bargaining Unit represented by the Union shall be eligible for coverage on the first day of the month that follows 30 days of employment.

2. A former employee (other than a retired employee granted a service pension), including a former employee eligible for a deferred service pension, will be excluded from coverage under this Program.

SUBSECTION IV

Effective Date of Insurance

1. The insurance on each employee who becomes eligible shall become effective on his or her eligibility date if he has enrolled. If the employee enrolls within 31 days after his or her eligibility date, his or her insurance shall become effective on the date he or she enrolls.

2. No medical examination or other evidence of insurability will be required if the employee enrolls before or within 31 days after his or her eligibility date.

3. Insurance on employees who are enrolled more than 31 days after becoming eligible will become effective on the first day on which they are at work on or after the insurance company accepts as satisfactory the evidence of insurability furnished by the employee.

SUBSECTION V

Amount of Insurance and Contributions by Employees

1. The amount of, and, as applicable, Company flex credit contribution for, Basic Life Insurance, Supplemental Life Insurance, and Accidental Death or Dismemberment Insurance for each insured employee while in active service shall be as set forth in this Section 13 and Section 9 of this Article 23.

2. Employees have the option of choosing an amount of Supplemental Group Life Insurance equal to up to five (5) times his or her basic annual pay. Supplemental Insurance does not have an Accidental or Dismemberment clause.

3. Employees insured under the Supplemental Life Insurance Program shall make contributions toward the cost of their insurance by payroll deductions. These monthly contributions will be deducted based on the employee's age, annual income and the premium rates established by the insurance carrier. Subject to the receipt of flex credits from the Company as provided in Section 9 of this Article 23, employees will pay the full cost of Supplemental Group Life Insurance.

For Supplemental Life Insurance

4. In case of change in basic rate of pay sufficient to change the amount of insurance and the employee's contributions, such change shall become effective on the date the change in rate of pay is effective.

5. Except under the circumstances provided for in Section VIII and IX hereof, if in any month an employee's pay is insufficient to permit deduction of his or her contribution, the employee's insurance shall nevertheless continue in effect and the Company will deduct double the regular monthly contribution in ensuing months when the employee's pay is sufficient. If such employee's pay remains insufficient to permit deduction of his or her contribution for more than three consecutive months, his or her insurance shall terminate at the end of said three-month period.

For Family Life Insurance

Family Life Insurance will be made available to those employees who elect to subscribe to the coverage at their own expense. There is an option to purchase dependent term life insurance for spouses and/or children with after-tax dollars. Coverage levels are as follows:

Dependent Spouse

\$ 10,000

\$ 20,000

\$ 50,000

\$100,000

Dependent Child*

\$ 2,000

\$ 4,000

\$ 10,000

*Life insurance for your children is the same cost regardless of the number of children you have. A dependent child is one from the age of 14 days to age 19 (age 23 if the child is a full time student). Coverage extends beyond the age of 19 (age 23, if a full time student) if the child becomes disabled and is incapable of self support prior to age 19 (prior to age 23 if a full time student).

Coverage and premium rates will be as established by the insurance carrier and all disputes other than those in regard to payroll deduction will be directed by the employee to the carrier.

Participating employees will pay the full cost of the Family Life Insurance.

- 6.(a) An employee shall have his or her Basic Life Insurance continued while the Program remains in effect after his or her retirement on pension.
- (b) There shall be no employee contributions after retirement (as provided in Section V-2).
- (c) The Accidental Death or Dismemberment Insurance shall be discontinued upon the employee's retirement on pension.

SUBSECTION VI

Beneficiary Designations — Payment of Insurance

1. Each enrolling employee may designate one or more beneficiaries in the manner prescribed by the Company. Any person or the employee's estate or any association legally entitled to hold property of any corporation except the Company may be so designated. The beneficiary or beneficiaries originally designated may be changed from time to time by the insured employee by filing written notice thereof with the Company accompanied by the certificate of insurance.

2. The Life Insurance shall be payable upon notice and satisfactory proof as required by the insurance company of the death of the employee from any cause while insured. The Accidental Death or Dismemberment Insurance shall be payable upon notice and satisfactory proof as required by the insurance company that death or dismemberment was due to accidental means as more fully described in Section VII.

3. Subject to the exceptions noted below, the insurance (including any insurance payable at death due to accidental means) will be payable as follows:

- (a) Initial payment at death of employee will be thirty per centum (30%) of total insurance.
- (b) The remaining per centum (70%) of insurance will be payable in twelve equal monthly installments (including interest) commencing one month after death of the employee.

4. However, if the employee has designated his or her estate as beneficiary, or if two or more beneficiaries are entitled to payment, or if death occurs after one or more reductions have been effected for a retired employee, the insurance will be payable in one sum.

5. Subject to the approval of the insurance company, if the employee wishes to make another election, he may do so; or, if the employee has not made such election, any person designated as beneficiary may do so at the death of the employee.

SUBSECTION VII

Basic Group Life Insurance Accidental Death or Dismemberment Insurance

1. Insurance is provided for employees in the event of death or dismemberment (loss of hand, foot, or sight of eye) occurring within 90 days of and as a direct result of bodily injuries and independently of all other causes sustained either on or off the job, solely through violent, external and accidental means. In no case, shall any payment be made for death or any loss, which is:

- (a) Caused wholly or partly, directly or indirectly, by disease or bodily or mental infirmity, or by medical or surgical treatment or diagnosis thereof, or
- (b) Caused wholly or partly, directly or indirectly, by ptomaine or by bacterial injection, except only septic infection of and through a visible wound sustained solely through violent, external and accidental means, or
- (c) Caused wholly or partly, directly or indirectly, by hernia, no matter how or when

sustained, or

- (d) Caused directly or indirectly by insurrection, war or any act of war, including, but not limited to, any war declared or undeclared, and armed aggression resisted by the armed forces of any country, international organization, or combination of countries, or
- (e) Caused by or resulting from intentional self-destruction or intentional self-inflicted injury, while sane or insane.

2. The Accidental or Dismemberment Insurance is payable in full to the beneficiary or beneficiaries designated in accordance with Section VI-1 in case of death of an active employee resulting solely from accidental means as described in Paragraph 1 of this Section within 90 days of the accident. In case of loss of two or more members (hand, foot or eye) within 90 days of an accident, full insurance is payable to the employee while fifty per centum (50%) is payable for the loss of one member.

SUBSECTION VIII

Leaves of Absence

1. If an employee is granted a leave of absence, other than a leave to enter into active duty in the Armed Forces of the United States his or her basic group life insurance will continue until termination of such a leave of absence. An employee may make arrangements prior to commencement of the leave of absence for continuing his or her supplemental life insurance and contributions as if he or she were continuing to work except that the employment of an employee for the purposes of the Program shall not be deemed to continue after the termination of such a leave of absence.

2. If an employee leaves the service of the Company to enter into active duty in the Armed Forces of the United States (other than for military training duty as a member of the National Guard, Air National Guard, Army Reserve, Air Force Reserve, Naval Reserve, Marine Corps Reserve or Coast Guard Reserve where absence is covered by a leave of absence not to exceed thirty days in any calendar year, or other than for emergency duty as a member of the National Guard or Air National Guard where such absence is covered by a leave of absence not to exceed thirty days in any calendar year), his or her insurance (basic) shall terminate and his or her supplemental contributions shall cease and his or her insurance shall terminate at the expiration of the period for which his or her contributions have been made.

SUBSECTION IX

Termination of Employment Cessation of Insurance

1. In the event of termination of employment for any reason occurring before attainment of age 65 or retirement on Company pension, all of the employee's insurance shall cease as of the date on which he or she is terminated.

2. In the event of the employee's death within 31 days after cessation of insurance at termination of employment Basic, Supplemental, Accidental Death or Dismemberment Insurance, and Family Life Insurance shall nevertheless be payable to the employee's beneficiary or beneficiaries.

3. In the event of discontinuance of an insured employee's required contributions while he or she remains an employee, all of his or her insurance shall be discontinued at the end of the period for which he or she made his or her last contribution for his or her supplemental life insurance.

SUBSECTION X

Conversion Privilege (Basic Life Insurance Only)

1. In event of discontinuance of insurance under the Program by reason of termination of employment, the employee may arrange with the insurance company to continue his or her Life Insurance protection for the same or a lesser amount under an individual policy, without medical examination, provided he or she applies for it within 31 days after cessation of insurance.

2. The individual policy will be upon one of the forms of policies then currently issued by the insurance company, except term insurance. However, the individual policy may, at the employee's option, be preceded by single premium term insurance for a period of one year.

3. Because the employee is protected during the 31 days in which he may apply for an individual Life Insurance Policy, the individual policy will not become effective until the 31 days has passed.

4. The conversion privilege shall not apply to any insurance canceled after retirement under the reduction formula (Section V-7a) nor to any insurance which is discontinued while the employee is in active service. However, a retired employee may elect to give up his or her continued Group Life Insurance, and convert to an individual policy for the same or a lesser amount.

5. Any individual policy will be issued for Life Insurance only, without disability or additional accidental means death benefits, at the rate for class of risk and age of the employee at that time. Premiums on any such policy will be paid by the individual insured.

SUBSECTION XI

Enrollment

Enrollment for both the Basic and Supplemental Life Insurance will be available on-line to all regular employees. Employees shall enroll on-line as instructed by the Company in order to be insured as provided in Section IV.

SUBSECTION XII

Certificate

Insured employees will have access to on-line individual certificates issued by the insurance company outlining their benefits provided by the group policy or policies issued to the Company by the insurance company or companies.

SUBSECTION XIII

Contributions

1. The Company will pay the cost of the basic life insurance. (See Article 23, Section 9)

2. All employees enrolled in the supplemental life insurance will make contributions through payroll deduction except as provided in Sections V-5, VIII -1, and IX -3. The Company will make such payroll deductions without charge.

SUBSECTION XIV

Grievances and Arbitration

1. When an employee represented by the Union or the Union desires to present to the Company any grievance of an eligible employee represented by it in the Bargaining Unit, with respect to:

(a) eligibility for life insurance under Section III of this Agreement.

(b) annual basic rate of pay for the purpose of determining the amount of life insurance

coverage under the Program, or

(c) the date of termination of the individual insurance coverage of such an employee, such matter shall be handled in accordance with the provisions of this Section.

2. No grievance shall be considered hereunder unless presented within six months from the date the cause of the grievance first arose.

3. The Union shall be considered the representative for grievance representation purposes of any employee laid off, discharged or otherwise separated from the payroll until the limits of the grievance and arbitration procedure have been exhausted, provided a grievance is initiated by the affected employee or employees, or by the Union, within twenty-one (21) days following any such action by the Company.

4. In the event an employee or group of employees presents a grievance without a local representative or officer of the Union being present, the Company will notify the appropriate local steward or the President of the Local of the details and the disposition of all such grievances.

5. Once a grievance has been presented by the Union to the Company, representatives of the Company shall not discuss or attempt to adjust the grievance with the aggrieved employee or group of employees, except that nothing in this Section shall be interpreted to deny rights existing to any employee or group of employees under Section 9(a) or the National Labor Relations Act as amended.

6. Grievances shall be presented in writing on the grievance form adopted by the parties under the Collective Bargaining Agreement. The Company's answer shall be submitted in writing in the space provided on the form.

7. Grievances shall be presented to the head of the Plant Department, or in his or her absence, the head of the Personnel Department.

8. Grievances presented to the Company in accordance with this Section shall be answered by the Company representative within five (5) working days.

9. Notice of intention to arbitrate any grievance shall be given by either party to the other within six (6) months of the date of the other party's answer of the grievance procedure or the grievance will be considered closed and the grieving party foreclosed from taking the grievance to arbitration. Following the giving of notice as described above, if the grieving party decides against arbitration, notice to that effect shall be given to the other party as promptly as is practicable.

10. Settlement of a grievance shall not be final and binding unless endorsed by a local union officer and either the head of the Plant or Personnel Department of the Company.

11. The President of the Local shall currently furnish to the Company written lists of local representatives authorized to present and process grievances.

12. Grievance meetings between Union and Company representatives shall be held at the request of either party upon reasonable notice to the other party.

13. Local Union representatives investigating circumstances surrounding any grievance may do so on Company premises and shall receive the Company's cooperation.

14. When such investigations, as are provided for in Paragraph 13 above, are being carried on by Union representatives not on leave from the Company, such Union representatives shall be excused from work with full pay, for the time necessary to investigate the grievance, in accordance with, and subject to the day limit set forth in, Article 4, Section 2, Paragraph 4.

15. Grievances, as set forth in Paragraph 1 above, which are not satisfactorily adjusted in accordance with grievance machinery, may be referred to arbitration by either party pursuant to the provisions of this Section upon written notice to the other party.

16. Each party agrees that arbitration will not be invoked until the grievance procedure has been exhausted, except that if either party precludes the use of the grievance procedure, the other party may invoke arbitration as herein provided.

17. In the event either party notifies the other of its intent to submit any matter to arbitration, as provided in this Section, the parties shall endeavor to agree upon an arbitrator within five (5) days following the date of such notification. If the parties fail to agree within the five (5) day period upon such arbitrator, the arbitrator shall be chosen by the parties from a list submitted by the Federal Mediation and Conciliation Service in Buffalo, New York. If the parties cannot agree upon any member on such list, the arbitrator shall be designated by the Director of the Federal Mediation and Conciliation Service.

18. The Union and the Company agree to cooperate with the arbitrator in every way possible.
19. Either on his or her own initiative or at the request of either party, the arbitrator may hold a hearing and examine the witnesses of each party.
20. Both the Company and the Union shall have the right to cross-examine all witnesses.
21. The arbitrator, the Union or the Company shall have the right to record or have recorded the proceedings of the arbitration by any device or system.
22. The arbitrator shall render his or her decision as expeditiously as possible.
23. The arbitrator shall have authority to rule on the full merits of any grievance properly referred to him, and shall have the authority to order performance either prospectively or retroactively, except as otherwise specifically provided by this agreement.
24. No contractual or policy relationships between the Telephone Company and the Insurance Carrier or carriers nor any claim or claims by an employee or his or her beneficiary or by his or her personal representatives under or with respect to any group life insurance policy shall be arbitrable hereunder.
25. 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 on any subjects or issues which have not herein been agreed upon as subjects for arbitration; nor may he or she, as a part of any such decision, effect reformation of any such contracts, or of any of the provisions thereof.
26. The decision and/or award of the arbitrator shall be final and binding on both parties and enforceable in a court of law.
27. Compensation and expenses of the arbitrator and the general expenses of the arbitration shall be shared equally by the parties.
28. Each party shall bear the expenses of its own representatives and witnesses.

SUBSECTION XV

Report of Operation of the Insurance Program

At the conclusion of each one-year period hereafter, the Company will furnish the following data to the Union with respect to the operation of the Insurance Program as it affects all individuals covered:

1. Number insured at end of year
 - a. Active
 - b. Pensioners
2. Amount of insurance at end of year
 - a. Active
 - b. Pensioners
3. Number of deaths
 - a. Accidental
 - b. Non-accidental
4. Amount of death claims
 - a. Accidental
 - b. Non-accidental
5. Number and amount of dismemberment claims
6. Amount of employee contribution to cost of Insurance Program
7. Amount of Company contribution to cost of Insurance Program
8. Amount in contingency reserve

Nothing herein will prejudice the Union's right, when it elects to negotiate with respect to modification, amendment or termination of this agreement, to request from the Company additional information, but the Company's obligation to furnish such additional information shall be no greater than its obligation under Federal law to furnish information which would be necessary and appropriate in connection with such collective bargaining.

SUBSECTION XVI

Definitions

For the purpose of this agreement, the following definitions will apply:

1. "Regular Employee" means any full-time or part-time employee so classified by the Company for payroll purposes.
2. "Net Credited Service" means the term of employment as computed by the Company under the Plan for Employee's Pensions, Disability Benefits and Death Benefits.
3. "Basic Pay" means the rate of pay, as determined by the Company, exclusive of all differentials or extra payments.
4. "Annual Basic Pay" means:
 - (a) In the case of an employee whose rate of pay is determined on hourly basis: the normal weekly basic pay multiplied by 52.2.
 - (b) In the case of an employee whose rate of pay is determined on a weekly basis: the normal weekly basic pay multiplied by 52.2.
 - (c) In the case of an employee whose rate of pay is determined on a monthly basis: the monthly basic pay multiplied by 12.
 - (d) In the case of an employee whose rate of pay is determined on an annual basis: the annual basic pay.
5. Under the provisions of Accidental Death or Dismemberment Insurance, the following definitions apply:
 - (a) Loss of hand means severance at or above the wrist joint.
 - (b) Loss of foot means severance at or above the ankle joint.
 - (c) Loss of sight of eye means total and irrecoverable loss of sight of one eye.

ARTICLE 24

Section 1 — Company to Provide Tools and Equipment

1. The Management shall provide tools, maintain, repair and replace all broken and worn tools and work equipment which the Plant Office specifies for use in construction, maintenance and removal of telephone plant equipment and the maintenance of Company vehicles. Lost tools will be replaced by the Company. All tools and equipment will be subject to periodical inspection.
2. The Company will not reassign a motor vehicle of an employee for disciplinary reasons, but may do so for safety-related reasons.
3. The Company will reimburse employees for the fee for a Class A or Class B license where the employees' duties require or may require them to possess a Class A or B License to operate a Company vehicle. Proof of incurring and paying the reimbursable license fee must be supplied.

Section 2 — Company to Provide Coveralls and Gloves

1. The Company shall provide and maintain coveralls for the following job classifications:
 - Garage Mechanics*
 - Garagemen*
2. The Company shall provide gloves to all outside tool-using employees. Appropriate controls for the distribution and replacement shall be established by the Company.

Section 3 — Uniforms

1. In order to create a more consistent and professional appearance throughout the workforce, customer-facing employees will be issued uniforms. A minimum of seven (7) shirts and seven (7) pants will be issued. For uniform pants, an option will include wearing pants with twill-type fabric, similar to Carhartt pant fabric. Employees may also elect to purchase and wear Carhartt-type pants provided they conform to the general color and style requirements of pants that are available to employees in the uniform program. (This does not include traditional Levi-style "blue jeans" unless they become an approved item in the uniform

program.) Shirts will be labeled with “CWA Local 1170” on the front of the shirt. The following job classifications are covered by the uniform program: Sales and Service Technicians, customer-facing Network Technicians, Cable Splicers, and Line-Splice Technicians.

2. Uniforms shall be worn so as to have a consistent appearance throughout the workforce and may not be altered in any way by employees.
3. The Company will issue replacement uniforms or pieces thereof as they become unserviceable due to normal “wear and tear”. Where all or part of a uniform is lost or damaged due to an employee’s negligence, the employee will be responsible for the cost of replacement.
4. Employees may wear CWA-issued jackets bearing only the CWA name/logo instead of the uniform jackets. Employees may wear CWA-issued shirts bearing only the CWA name/logo, and hats bearing only the CWA name/logo, on Thursdays and Union Activity Days only.

Section 4 - Work Boot Allowance

1. Annually, beginning in 2015, and then every year thereafter, the Company will provide an allowance of up to \$200 towards the purchase of work boots by employees whose jobs require special footwear meeting applicable safety standards and requirements. The Company may require the use of Company-provided catalog(s) to assure that appropriate work boots are purchased. Employees will be reimbursed within 30 days of supplying proof of purchase to the Company.
2. The timing of this reimbursement for newly hired or promoted employees during their first 2 years in the new position will be based on when they are hired or promoted. Following hiring or promotion, the employee will be immediately eligible for the allowance. If the employee started the new job by June 30 of a calendar year, he or she shall next receive the allowance the following year. If the employee started the new job after June 30 of a calendar year, he or she shall next receive the allowance the year after the next calendar year.

ARTICLE 25

Section 1 — Probationary Employees

1. All employees shall be considered probationary employees for a period of nine (9) months following engagement. Probationary employees may be terminated by the Company for just cause and such action shall not be subject to the Arbitration Procedure set forth in Article 22, but shall be subject to the Grievance Procedure set forth in Article 21. Probationary employees will be afforded all other rights arising from this Agreement except as may be otherwise specified.
2. All probationary employees will receive two formal appraisals the second of which will be completed no later than between the sixth (6) and ninth (9) months of their employment with the Company.

Section 2 — Temporary Employees

1. An employee who is engaged for a specific project or a limited period with a definite understanding that his/her employment is to terminate upon completion of the project or at the end of the period shall be considered a temporary employee and not a regular employee. A temporary status employee shall be limited to twelve (12) months. In addition, the Company shall be limited in the number of temporary employees to 15% of a job classification during the months of October, November, December, January, February, March and April, with the exception of peak vacation and holiday periods. During the months of May, June, July, August and September the Company will be limited in the number of temporary employees to 75% of a job classification. If a temporary employee is continued as an employee following the completion of the project or following the end of the limited period, his/her status shall be changed to that of a regular employee providing he/she has completed the period specified in Section 1 above.
2. When the Company utilizes a temporary employee to replace a regular employee absent on a contractually provided leave of absence or absent on disability, the temporary employee assignment may not exceed

twelve (12) months. The temporary employee will hold the same job classification and report to the work location as that of the employee who they are replacing that is on disability or a leave of absence.

3. No temporary employee will be engaged in a classification while former regular employees in that classification are on recall status consistent with Article 10, Section 1, Paragraph 4D.
4. Employees classified as a temporary employee on Frontier Telephone of Rochester's payroll, shall, after having attained six months of net credited service, receive a wage progression increase consistent with the wage table to which they are assigned. Additionally such temporary classified employees shall be eligible for holiday pay treatment consistent with Article 13, Section 9.

Note (What follows are the contents of a December 14, 1998 Letter of Intent moved into Article 25 in 2007 negotiations): During Collective Bargaining Negotiations conducted during the Fall of 1998, the parties discussed the Company's utilization of temporary employees. The Company gave the Union its assurance that temporary employees would be utilized consistent with Article 25 for peak vacation periods e.g. summer, for specific projects or a limited period with the definite understanding the temporary is to terminate upon completion of the project or at the end of the period and for replacement of regular employees absent on a contractually provided leave of absence or disability.

Section 3 — Regular Employee

Employees who have completed the probationary period shall be considered regular employees.

ARTICLE 26

Section 1— Administration of Wage Progression Tables

1. An employee's progression increase under Appendix A hereof may be withheld if the employee is not qualified, except that minor differences in qualifications shall not be the basis for withholding. An employee's progression increase under Appendix A hereof may be accelerated if the employee is qualified, except that minor differences in qualifications shall not be the basis for accelerating an increase.
2. The question of whether or not the Company was justified in withholding any scheduled increase under the terms of this Article, as well as the question of whether or not an employee is entitled to acceleration of a scheduled increase under the terms of this Article, may be made the subject of grievance and arbitration as provided in Articles 21 and 22 hereof.

ARTICLE 27

Section 1— Wage Credit

1. In the event an employee is absent due to a disability arising out of an injury incurred during the employee's course of employment, only that portion of each such absence which is in excess of six (6) months will be counted as absence for the purpose of wage progression.
2. In the event an employee is absent for any other reason, only that portion of each such absence which is in excess of thirty (30) days shall be considered an absence for the purpose of wage progression.

ARTICLE 28

Section 1 — Computation of Wage Credit for Transfer Purposes

1. For all employees the credit shall be based on the applicable schedule prior to the transfer or consistent with Article 30, Section 1.

Section 2 — Promotional Increase

1. A standardized promotional increase of \$10.00 per week will be applied on all permanent intra or interdepartmental transfers to higher schedules. The promotional increase will be in addition to normal

progression increases. However, the promotional increase, by itself, should not accelerate an employee to a rate of pay on the new schedule that he would not have attained if engaged on and progressed through that schedule. Should an employee receive a promotion of more than one level then two promotional increases should be applied. In no case should more than two promotional increases (\$20.00) be granted.

ARTICLE 29

Section 1 — Retirement at Age 65 Without Pension

1. Any regular employee with less than five (5) years of net credited service who at age 65 is retired by the Company without a pension will be given a termination allowance of one week's pay for each year of net credited service or fraction thereof up to five (5) years.

ARTICLE 30

Section 1 — State and Federal Law

1. If any provision of the Agreement or its amendments, or the application of such provision to any person or circumstances is held invalid under any federal or state law or by final determination of any court of competent jurisdiction, the remainder of this Agreement or its amendments or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

ARTICLE 31

Section 1 — Amendment

1. This Agreement may be amended by mutual consent of the Company and the Union. A proposal to amend by either party shall be submitted to the other at least two (2) calendar weeks in advance of the joint meeting at which such amendment is to be considered. No amendment shall become effective unless agreed to by both parties, and if such agreement is reached, the amendment shall be reduced to writing and signed by both parties.

ARTICLE 32

Section 1 — Duration and Scope of Agreement

1. This Agreement shall become effective as of 12:01 A.M., June 14, 2015 and shall remain in effect until terminated as hereinafter provided.
2. This Agreement shall continue in full force and effect, until terminated at 11:59 P.M. (1) on June 13, 2018 or (2) on any date thereafter, by either party giving at least 60 days prior written notice of its election to so terminate the Agreement. Negotiations on the provisions of a new Agreement shall begin not later than thirty (30) days' prior to such termination date.
3. In the event a new contract is not entered into between the parties hereto before this contract is terminated as a result of termination notice, this contract may be extended beyond such termination date by mutual agreement of the parties hereto.
4. This Agreement is agreed upon in final settlement of all demands and proposals made by either party during recent negotiations, and the parties intend thereby to finally conclude contract bargaining throughout its duration, provided that it may be amended by mutual consent of the parties under the terms of Article 31 of this Agreement.
5. The Company may once, at its option, during the term of the Agreement, propose adjustments in the wage rates (other than the maximum rate) in any wage progression table and/or modifications in the wage

progression tables to retain or reduce but not increase the overall length thereof. Such proposals shall not be effective unless agreement is reached within thirty (30) calendar days after notice of the Company's proposal is given to the Union.

ARTICLE 33

Section 1 — Wage Rate Changes

1. Wages

- (a) Effective 6/14/2015 all steps in all tables in Appendix A will be increased by 2.5%.
- (b) Effective 6/12/2016 all steps in the 6/14/2015 tables will be increased by 2.25%.
- (c) Effective 6/11/2017 all steps in the 6/12/2016 tables will be increased by 2%

Section 2 — Team Performance Bonus Plan

1. The Performance Bonus plan is designed to encourage and recognize teamwork and affords employees a means of participating in the growth and success of the Company resulting from improved productivity and operating competitiveness, and to reward employees with additional income for their efforts.
2. The team performance bonus plan will include a variety of bonus components, with relative weighting as assigned by the Company. The following are the bonus components. Goals may be modified annually to match Corporate or Regional objectives:
 - (a) Improvement in productivity (service orders and trouble tickets per 8 hour period) of 8% or better year over year (weighted at 20%);
 - (b) Repeat Reductions: at least 10% reduction of repeats year over year (weighted at 20%);
 - (c) Average Performance Evaluation score across bargaining unit of 3.3 or better (weighted at 10%);
 - (d) Customer requested due dates met; at least 90% for special service orders (weighted at 10%)
 - (e) Commitments met on installs: at least 98% of commitments met (weighted a 15%);
 - (f) Operating free cash flow results against corporate objectives 1 (weighted at 10%);
 - (g) Missed commitments on trouble: at least 85% of commitments met (weighted at 15%).
3. The Company will establish the objectives for all bonus components by the end of the first quarter for the current bonus year and promptly communicate them to the Union and all employees.
4. All employees will be covered by this Plan.
5. For calendar year 2015, the bonus pool available per year for each employee will be 6% of the gross annual base pay at the top rate for the employee's classification. For calendar years 2016 and 2017, the bonus pool available per year for each employee will be 6% each year of the gross annual base pay at the top rate for the employee's classification. The performance bonus will be paid to all eligible employees who are on the payroll at the end of the bonus year no later than March 31 of the following year. The bonus will be prorated

1 Operating FCF is calculated as Revenues less Total Expenses (excluding Integration Expense, Non-Cash Pension & OPEB and Severance) less Capital Expenditures (excluding Integration). Results against objectives (expressed as a percentage) will be available for verification in the Company's Annual Proxy Statement. The Union agrees to waive any right it may have to request financial or any other information relating to this component. In the event this component is eliminated as a corporate objective, its 10% weighting will be divided equally among the remaining objectives.

for new hires according to the number of months a new hire was employed. In order to be eligible for this payment, employees must be on the payroll as of July 1 of the year preceding the year in which the bonus will be paid (e.g., July 1, 2015 for the March 1, 2016 bonus) and must be on the payroll as of the payout date. For an employee who is laid off or who retires before the payout date, the employee need not be on the payroll as of the payout date; the bonus will be prorated based on the number of full months the employee worked during the bonus year. Employees who are discharged for cause or resign before the payout date are ineligible for any bonus payout.

6. The annual payout percentage will range from a minimum of 75% and to a maximum of 125% of the available bonus pool for each classification.
7. The Union may request to meet quarterly to review and discuss the Team Performance Plan.
8. Employees may elect to defer their bonus payment into their 401K Plan accounts instead of receiving it in their pay.

Section 4 - Line/Splicer Technician

Create new classification called Line/Splicer Technician as a Table 1 wage rate. No one assigned to the Line/Splicer Technician classification shall be removed from the classification solely due to their inability to perform all of the functions, provided the employee has demonstrated reasonable effort to perform all of the functions associated with a Cable Splicer position. The primary function of their position will be line work but employees may be required in addition, to perform the duties of a Cable Splicer.

Effective after ratification, new employees assigned to the Line/Splicer classification must demonstrate that they have the ability to perform both the line and splicing work.

Employees classified as Line/Splicer Technician will be on their own work, vacation and overtime schedule.

Those Line Technicians not electing to be upgraded to this new classification will remain classified as Line Technicians and will perform those functions associated with that classification consistent with the collective bargaining agreement.

Section 5. Wage Progression Schedules

1. Wage progression schedules have been constructed on an exponential basis (equal percentage increases between steps) for all classifications which allow for equal percentage wage increases as employees move from step to step on their respective schedule. Transition to the new schedules is based upon current rates of pay and will be shown on the tables listed. Employees whose rates of pay do not correspond with a rate of pay on the current wage progression table shall receive an increase applicable to the preceding listed increase, or the subsequent listed increase, whichever is lower. When placed on the new wage progression tables, employees shall receive credit for the time earned since the employee's last progression increase. (Exception: Those employees in the beginning steps of the progression schedule who receive an increase which brings their new rate of pay to the new start rate shall not receive earned credit, if such would cause them to progress beyond employees who currently have more wage credited service.)
2. New employees who have had no previous experience will be started at the lowest wage for their occupation as prescribed in the wage schedules. New employees who can verify previous experience to the satisfaction of the Company, however, will be given a starting wage commensurate with the value of such experience to the Company, provided their ability and proficiency warrant such treatment.
3. Part-time employees shall receive the part-time equivalent of the treatment to the full-time employees, except as otherwise specified in Appendix A.

Section 6 – Printing of this Agreement

1. The Company will provide 500 union printed contracts with the Union's choice of color. Additional copies may be requested by the Union, and will be provided at the Union's expense.

Section 7 – Downgrade Transfers Due to Physical Reasons

1. When an employee is transferred because of physical reasons to a job having a lower schedule, his/her wages will be reduced as follows:
 - (a) Less than 15 years of service:
 1. *50% eight (8) months after transfer*
 2. *50% fourteen (14) months after transfer*
 - (b) 15 or more years of service:
 1. *50% twelve (12) months after transfer*
 2. *50% twenty-four (24) months after transfer*
2. The pension band for an employee transferred as referenced above, will not be changed until such time as their wages are reduced consistent with the above schedule. At the time of the first reduction the employee's pension shall be reduced to the pension band of the classification for which they were transferred.

Section 8 – Employee Discount Program

1. Custom calling features will be added to the list of services and equipment for which employees are allowed a discount. These features include:
 - (a) Call Waiting
 - (b) Call Forwarding
 - (c) 3-Way Calling
 - (d) Speed Calling
 - (e) Cancel Call Waiting
 - (f) Call Return
 - (g) Automatic Redial
 - (h) Caller ID (Equipment not included)
 - (i) Caller ID + Name (Equipment not included)
 - (j) Customized Ringing
 - (k) Any new discounted features offered by the Company
2. To be eligible for the discount, employees must be serviced by a central office which provides these features and must make arrangements through the Business Office for these services.
3. The Company will continue the current practice of discount telephone service for employees living in or outside of the Company's area.

Section 9 – “On The Job Trainer”

1. A CWA represented employee who is performing the duties of an “On The Job Trainer” during their normal work schedule will receive a five percent (5%) increase in pay for authorized training courses if specific criteria and measurements are met. In instances where three (3) or more employees at a time are being trained by an “On the Job Trainer”, the trainer will receive a ten percent (10%) increase in pay if specific criteria and measurements are met. The Joint CWA/FTR Training Committee will provide input to management in identifying the trainers, training courses as well as the specific criteria and measurements providing for the appropriate pay increase for trainers. The “On The Job Trainers” will be eligible for overtime at their normal rate per the current working agreement between the Communications Workers of America and Frontier Telephone of Rochester.

Section 10 – Upgrade of Communications Clerks in the CNOC

1. Communications Clerks in the CNOC will be upgraded to Communications Coordinator I (Tier 2) effective upon ratification of the 2011 Agreement.
2. Certification differentials:

Sales and Service Technicians and Network Technicians

Certification Hourly Differential

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

The certification differential is cumulative.

*Hourly differentials will be provided to Communications Coordinator I and Desk Techs for the following certifications below. In no situation will the cumulative hourly differential exceed \$1 per hour for an employee who attains multiple certifications.

Desk Technicians *

CCNA	\$ 0.50 per hour
JNCIS-ENT	\$ 0.50 per hour
MEF Certification	\$1.00 per hour
Network Plus	\$.25 per hour
CISCO certifications beyond CCNA	\$.50 per

Building and Power Technicians

1. For employees on the payroll in the classifications noted, as of January 31, 2007:
 - a. **Universal Refrigerant License and 3rd Class Stationary engineer license** – 25 cents per hour (former Switch Technicians assigned to power)
 - b. **Manufacturer Certification in Diesel Mechanics and at least one certification in an Electrical Power Distribution systems** – 25 cents per hour (former Senior Equipment Mechanic or Equipment Mechanic)
2. For any employee in the Building and Power Technician classification:
 - a. **2nd and/or 1st Class Stationary License** – 25 cents per hour
 - b. **Journeyman and/or Masters Electrician’s License** – 25 cents per hour

The certification differential is cumulative.

ARTICLE 34

Section 1—Recovery of Payments in Error

1. The Company may make deductions from employee’s wages to recover overpayments made in error provided the company provides prior notice to the effected employee prior to the end of the second month following the month in which the check containing the overpayment in question was delivered to the employee.

After the Company has made the notification as required above to the effected employee, said employee shall make the required repayment in full within a three (3) month period following the date of notice or within a reasonable period to be agreed upon between the employee and management.

2. Employees shall have the right to be represented by the Union during any meeting with management where any discussion of repayment of overpayments takes place.
3. Underpayments made to employees shall be paid within the next pay period, following the discovery of the underpayment.

ARTICLE 35

Section 1 — Safety

Frontier Telephone of Rochester agrees to maintain a safe and healthy workplace. Frontier Telephone of Rochester further agrees to comply with all Federal, State and Local Health and Safety Laws and Regulations.

Should an employee participate on any joint Health and Safety Committee, said participation will not result in any liability to the individual, the Local or the International Union.

ARTICLE 36

Section 1 — Management's Rights

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, privileges, prerogatives, and functions, are retained and vested exclusively in the company including, but not limited to, the rights, in accordance with its sole and exclusive responsibility to discharge and or discipline for cause; and maintain discipline and efficiency of employees; to determine the number of employees to be employed, the schedules and locations of work, methods, means and processes of operations; to set and maintain standards of productivity; to determine the products to be produced, and or the services to be rendered; to hire employees and determine qualifications and assign and direct work; and to demote, transfer, layoff, recall to work and rehire employees; to control and regulate the use of all equipment, facilities, and machinery or other property of the Company including intellectual property; to introduce new and or improved methods of production, service, distribution; to issue and amend or revise policies, rules, regulations, and practices; and to take whatever action either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees.

The Company's exercise of any right, prerogative, or function hereby reserved to it or the Company's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Company's rights in the future in some other way not in conflict with the terms and conditions of the agreement.

ARTICLE 37

1. Throughout the course of collective bargaining negotiations conducted during the Fall of 1998, the parties recognized the need to dramatically improve service to the customers. Both parties acknowledged the need to create and work towards a THINK CUSTOMER mindset where employees act in a FAST AND FOCUSED manner to serve customers. Satisfied customers are key to Frontier Telephone of Rochester's overall success. Likewise, employees are the cornerstone to building meaningful relationships with customers in the service delivery process.
2. As a part of the telecommunications industry, this business is challenged in the marketplace daily; not only to meet the ever increasing demands of the customer, but also to deliver strong financial performance. These objectives can only be achieved when properly balanced with the needs of the employees. It is within this framework that the parties both having a vested interest in the overall success of the business agree to work as partners identifying ways to improve customer service and operational effectiveness.

3. Significant positive achievements in customer service and operating income will be reviewed on an annual basis. When deemed appropriate by the parties, a portion of the improvements realized will be shared with the bargaining unit employees in the form of a bonus recognizing them not only as a partner but also for their contributions to our overall success.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

FRONTIER TELEPHONE OF
ROCHESTER

COMMUNICATIONS WORKERS
OF AMERICA

By: J. Loughlin
P. Preston
G. Noyes

By: R. Flavin
L. McGrath
J. Pusloskie
D. Stratton
J. Hayes

Dated: December 14, 1998

ARTICLE 38

Section 1 — Promotion and Transfers of Local Union Officers

1. The Company agrees that it will not promote or transfer from Rochester City any duly certified officer of the Union if such promotion or transfer would affect his existing status as an officer of the Union without first obtaining consent of the Union. The Company shall give the Union at least thirty (30) days' written advance notice of the proposed promotion or transfer, and the Union shall conclusively be presumed to have consented unless within three (3) weeks after receipt of such written notification, it advises the Company in writing that it does not consent.

MEMORANDUM OF AGREEMENT

between

Frontier Telephone of Rochester, Inc.

and

**Communications Workers of America,
AFL-CIO, and its Local 1170**

This **Memorandum of Understanding** ("2015 MOU" or "this MOU") dated **June 15, 2015** is agreed to by and between **Frontier Telephone of Rochester, Inc.** (herein the "Company") and the **Communications Workers of America, AFL-CIO** (hereinafter the "Union" or "CWA") on behalf of itself and its **Local 1170**.

Unless the parties have specified different effective dates, the provisions of this MOU, including each of the attachments to it, will be effective **June 14, 2015**, if, and only if, the Company receives from the Union, on or before **August 14, 2015**, written notice that this MOU was ratified by the results of the voting in the bargaining unit represented by the Union. This MOU shall constitute a signed extension of the parties' collective bargaining agreement through the date on which this MOU is ratified. If this MOU is not ratified on or before the ratification deadline date set forth above, the parties' collective bargaining agreement shall remain extended subject to the right of either party to terminate the extension upon 72 hours' written notice to the other of its desire to do so.

It is agreed that this MOU and the new collective bargaining agreement between the Company and the CWA will become effective on **June 14, 2015**, and will remain in effect until 11:59 p.m. on **June 13, 2018**, when this MOU and the collective bargaining agreement shall be subject to termination in accordance with the terms of Article 32 of the collective bargaining agreement. The new collective bargaining agreement shall consist of the provisions of the existing agreement, as modified by this MOU and each of the attachments to it, but excluding any provisions that expire by their terms. The provisions of this MOU will be incorporated into the collective bargaining agreement between the Company and the CWA.

For the Company:		For Communications Workers of America, AFL-CIO & Local 1170:
 Peter Hornes Director, Labor Relations		 Eric M. Bowie Staff Representative CWA District 1
		 John Pusloskie President, CWA Local 1170
		 Andrew Cimino Vice-President, CWA Local 1170
		 Susan Phillips Treasurer, CWA Local 1170
		 Richard Winter Secretary, CWA Local 1170
		 Carl Ellis Chief Steward, CWA Local 1170

Dated: July 17, 2015

Memorandum of Agreement

2007 Consolidation and Reclassification of Clerical Classifications

During 2007 contract negotiations, the parties agreed to consolidate and reclassify clerical classifications, as follows:

A. New Classifications

Four (4) new clerical classifications will be created, each with 2 wage tiers to replace all existing clerical classifications, as specified below.

- i. Communications Coordinator I (Tier 1) or (Tier 2);
- ii. Communications Coordinator II (Tier I) or (Tier 2);
- iii. Communications Coordinator III (Tier I) or (Tier 2), and
- iv. Communications Clerk (Tier I) or (Tier 2)

B. Communications Coordinator I (Tier 1) or (Tier 2)

1. Employees in the Facilities Coordinator classification as of January 31, 2007 will be reclassified to Communications Coordinator I (Tier 1).
2. Communications Coordinator I (Tier 1) employees will remain on Wage Table 4 (Tier 1).
3. Employees “working up” or promoted into this classification after January 31, 2007 will be paid or classified, respectively, as Communications Coordinator I (Tier 1) or (Tier 2) based on their current Tier and will, correspondingly, be paid or placed on Wage Table 4 (Tier 1) or (Tier 2) (a new tier for Wage Table 4), on the step of the Wage Table 4 equivalent to the step they occupy on their current schedule.
4. Non-clerical employees placed into the Communications Coordinator I classification after January 31, 2007 will be placed on Wage Table 4 (Tier 1), on the step on Wage Table 4 equivalent to the step they occupy on their current schedule.
5. Employees hired into this classification after January 31, 2007 will be classified as Communications Coordinator I (Tier 2) and placed on Wage Table 4 (Tier 2) (a new tier for Wage Table 4).
6. The temporary transfer provisions of Section 3 of Article 18 shall not apply when employees in the Communications Coordinator I classification are assigned to perform the work performed by employees in the Communications Coordinator III classification; for such assignments, there shall be no limitations related to seniority for the duration of the assignment. Employees temporarily transferred will be rotated for a period of no longer than 120 days at a time

C. Communications Coordinator II (Tier 1) or (Tier 2)

1. Tier 1 employees in the Supply Coordinator classification as of January 31, 2007 will be reclassified to Communications Coordinator II (Tier 1).
2. Communications Coordinator II (Tier 1) employees will remain on Wage Table 9 (Tier 1).
3. Employees “working up” or promoted into this classification after January 31, 2007 will be paid or classified, respectively, as Communications Coordinator II (Tier 1) or (Tier 2) based on their current Tier and will, correspondingly, be paid or placed on Wage Table 9 (Tier 1) or (Tier 2), on the step of the Wage Table 9 equivalent to the step they occupy on their current schedule.
4. Non-clerical employees placed into the Communications Coordinator II classification after January 31, 2007 will be placed on Wage Table 9 (Tier 1), on the step on Wage Table 9 equivalent to the step they occupy on their current schedule.
5. Employees hired into this classification after January 31, 2007 will be classified as Communications Coordinator II (Tier 2) employees and placed on Wage Table 9 (Tier 2).

D. Communications Coordinator III (Tier 1) or (Tier 2)

1. Tier 1 employees in the Property Damage Coordinator, Right-of-Way Coordinator, and Outside Plant Clerk classifications as of January 31, 2007 will be reclassified to Communications Coordinator III (Tier 1).
2. Communications Coordinator III (Tier 1) employees will, as applicable, remain on, or be upgraded to, Wage Table 13A (Tier 1).
3. Communications Coordinator III (Tier 2) employees will, as applicable, remain on, or be upgraded to, as applicable, Wage Table 13A (Tier 2).
4. Employees “working up” or promoted into this classification after January 31, 2007 will be paid or classified, respectively, as Communications Coordinator III (Tier 1) or (Tier 2) based on their current Tier and will, correspondingly, be paid or placed on Wage Table 13A (Tier 1) or (Tier 2), on the step of the Wage Table 13A equivalent to the step they occupy on their current schedule.
5. Non-clerical employees placed into the Communications Coordinator III classification after January 31, 2007 will be placed on Wage Table 13A (Tier 1), on the step on Wage Table 13A equivalent to the step they occupy on their current schedule.
6. Employees hired into this classification after January 31, 2007 will be classified as Communications Coordinator III (Tier 2) employees and placed on Wage Table 13A (Tier 2).

E. Communications Clerk (Tier 1) or (Tier 2)

1. Tier 1 employees in all clerical classifications other than those covered in B, C, and D above as of January 31, 2007 will be reclassified as Communications Clerk (Tier 1) and will, as applicable, remain on, or be upgraded to, Wage Table 28 (Tier 1).
2. Employees in the Communications Clerk (Tier 1) classification who are not on Wage Table 28 will be placed on the step of Wage Table 28 (Tier 1) equivalent to the step they occupy on their current schedule.

3. Tier 2 employees in all clerical classifications other than those covered in B, C, and D above who are not on Wage Table 28 will be reclassified as Communications Clerk (Tier 2) and placed on Wage Table 28 (Tier 2).
4. Employees in the Communications Clerk (Tier 2) classification who are not on Wage Table 28 will be placed on the step on Wage Table 28 (Tier 2) equivalent to the step they occupy on their current schedule.
5. An employee placed into the Communications Clerk classification after January 31, 2007 will be placed on Wage Table 28 (Tier 1), if the employee is on a Tier 1 table in his or her current classification, or the employee holds a non-clerical position. Otherwise, the employee will be placed on Wage Table 28 (Tier 2). In all such cases, employees will be placed on the step on Wage Table 28 equivalent to the step they occupy on their current schedule.
6. Employees hired into the Communications Clerk classification after January 31, 2007 will be placed on Wage Table 28 (Tier 2).

F. Implementation of the New Clerical Job Classifications

1. Clerical employees on the Payroll as of January 31, 2007 will be reclassified as set forth above on the first Sunday following ratification of the 2007 Agreement, and will be automatically placed into their new classifications without having to meet any minimum requirements for the new classifications.
2. The Company and Union recognize that the new clerical job classifications will entail new job duties (or functions) that an employee may not have performed in the employee’s current classification. If an employee is willing to make a reasonable effort to learn and perform the new duty or duties, the employee will not be terminated or demoted due to inability to satisfactorily perform those duties.

A spreadsheet showing the administrative groups into which these new classifications will be placed is attached.

For the Company:

For the Union:

Robert J. Costagliola

Linda McGrath

Ellen Gallant

Dated: March 6th, 2007

Note: Appendix for Company Clerical Administrative Groups is located after Article 2.

Memorandum of Agreement

Notification and Filling of Job Vacancies

The Union and the Company strongly recognize and endorse the importance of employee development and promoting from within the Company's workforce. In the interest of facilitating the promotion and transfer of qualified employees into job vacancies, and minimizing delays in filling vacancies, the Company and Union agree to meet within 3 months of ratification of the 2011 Agreement to discuss the joint development of a process for notifying employees of job vacancies and promptly filling vacancies. Included in the discussion will be the possible use of job posting and bidding system agreeable to the parties.

In addition, the Company agrees that for a trial period of 6 months, which will commence on mutually agreeable date sometime during 2011, the Company will post job vacancies within the bargaining unit on its internal web posting system, and provide e-mail notice to the Union of such vacancies. The posting trial will be only for purposes of notifying employees of job vacancies. The Company will continue to fill vacancies through polling work groups where a surplus exists, or through such other means as the Company elects to utilize.

For the Company:

For the Union:

Robert J. Costagliola

John Pusloskie

Dated: June 15, 2011

Memorandum of Agreement

Principles Governing Training

Discussions concerning training were held during 2015 negotiations and the Company and Union agreed to the need for having a highly skilled and flexible workforce to be successful in the rapidly changing competitive communications workplace. A commitment to training remains a priority in order to achieve a highly skilled workforce. The mutual goal is to keep employees in the bargaining unit fully utilized to deliver products and services that are superior to our competitors.

To this end, the parties agree to work together to meet the challenges of providing the training required to address the implementation of new technologies and maintain a skilled and flexible workforce. The Company agrees to provide up to twenty-four (24) regularly scheduled hours of Company approved training per calendar year. Requests for training time will be scheduled as the needs of the business allow but will not be unreasonably denied.

Based on these discussions the parties agree to the following:

Employees are encouraged to seek training opportunities.

1. Training within Classification:

The Company and Union endorse the objective of having employees trained on the functions within respective job classifications. Training will focus on enhancing employee skills within their current classification (i.e. Network Classification-Switch-to-PBX). The parties agree to utilize joint Company/Union training committee(s). These committees will evaluate training needs and available training avenues and will present recommendations to management for review and/or approval which will be based on the needs of the business.

2. Training Outside Classification:

- (a) The Training Committee will assist employees in obtaining relevant information on training courses, certifications, etc. that are considered valuable or relevant, their internal and external availability, and resources available (such as books, Internet Web sites, and CD-ROMs) for training or to prepare for or attain technical certifications.
- (b) Training may be in the workplace (which may include online training) or at an accredited training facility as defined by the Company Tuition Reimbursement Policy. Certifications required to qualify for potential vacancies which are pre-approved and successfully completed by the employee will be reimbursed by the Company at 100%
- (c) The parties recognize that on-the-job training, particularly with regard to new technologies and equipment is a valuable resource and should be utilized wherever possible to enhance employees'; skills and job knowledge. All employees are expected to assist co-workers through on-the-job training. To this end, it is recognized that additional personnel may be assigned to a job or a task to provide on-the-job training. The parties also recognize that not all training can be accomplished through on-the-job training and will seek professional trainers, or vendor training, when applicable. Some training (outside of classification) may be offered outside of regular working hours and in such instances employees would be required to use their own personal time.

This MOA is not intended to cover all aspects of training and the Company reserves its right to train employees as needed to continue to meet the needs of the business.

The parties agree to the attached Promissary Note Guidelines.

Promissory Note Guidelines for External Training

Effective May 1, 2006, the policy in place on signing promissory notes for external training changed. Under the prior policy, an employee attending external training was required to sign a note promising to repay the cost of external training (plus associated travel) if the cost of the training program was \$1500 or more.

Effective May 1, 2006, the Promissory Note requirement only applies if the cost of external training is \$5000 or more. Associated travel, lodging, and meal expenses are not included in determining the \$5000 threshold.

This change is retroactive. If, before May 1, an employee signed a note for a training program that cost less than \$5000, that note is cancelled (that is, it is void).

Any union-negotiated agreement on this policy should be considered to be amended accordingly.

If you have any questions about this change, please contact the Human Resources Director for your Region.

The revised policy follows.

Promissory Note Guidelines - Purpose:

The Company makes a significant investment in employees and training is one of the many benefits provided. There are significant technology changes that are transforming our business and the new products and services we need to develop, provision and support require we upgrade the skills of the workforce. To support and manage the development of new skills to meet current and future needs we have instituted a promissory note requirement for external training.

The Company views training as an investment with expectations of a return on that investment. The Promissory Note ensures that the individual benefits (learning new skills) and the Company benefits by the employee applying those new skills for a period of time.

The following guidelines apply:

1. An employee taking an external training program that costs \$5000 or more (exclusive of travel and related expenses) must sign the promissory note.
2. The time commitment is 12 months from the date of completion of the program
3. If an employee leaves or is separated from the Company within that 12-month time frame, the cost of the training program must be repaid. There are two exceptions, which appear in the next guideline.
4. No repayment is required if, within the 12-month repayment period, an employee retires (i.e., meets the applicable retirement eligibility criteria) is involuntarily separated in a layoff, is removed from the payroll due to disability, or passes away.
5. The amount to be repaid will be pro-rated – that is, reduced by one-twelfth (1/12th) for each full month (partial months excluded) of employment with the Company following completion of training.
6. Human Resources managers are expected to obtain a signed promissory note and it will be kept in the local personnel file.

7. Employees will not be permitted to attend an external training program requiring a signed promissory note without the note being signed, and if they decline to sign, they will be held to the same performance standards they would have been expected to attain had they attended the training.

Who:

These Guidelines apply to all employees.

LETTER OF INTENT

Flexible Dress Policy

Mr. Robert J. Flavin, President Local 1170
Communications Workers of America
1451 Lake Avenue
Rochester, New York 14615

Dear Mr. Flavin:

During Collective Bargaining Negotiations conducted during the Fall of 1998, the parties discussed the implementation of a flexible dress policy for employees who do not have direct, external customer contact. The parties agreed to adopt a flexible dress policy which would allow employees to chose to dress in either traditional business attire i.e., suit and tie, dress, etc., business casual attire i.e., slacks, jeans, sport jacket/sweater, collared shirts/blouses, sweatshirts, loafers/sneakers/closed flats (no flip flops, slippers or bare feet) or Company provided shirts consistent with Article 24.

Further clarification:

- jeans, if worn, need to be neat and clean; not faded or frayed
- No sweat suits, leggings, exercise wear
- sweatshirts need to be professional looking, neat and clean
- no shorts, bare legs
- walking shorts or skorts acceptable with hosiery or socks required
- sneakers need to be professional looking, neat and clean
- tee shirts, halter tops, bare shoulder attire is unacceptable
- Company provided shirts will have a choice of colors

For the CWA:

Linda McGrath
Ellen Gallant

For Frontier/Citizens:

Michael J. Wieloszynski

Date: 31 January 2004

LETTER OF INTENT

Quality

This letter constitutes an agreement between the Communications Workers of America (the Union) and Rochester Telephone Corporation (the Company) regarding the participation of bargaining unit members in Company quality initiatives 2.

The parties agree that the purpose of the quality initiatives is to improve the quality of service given to Rochester Telephone customers, to promote pride in the work done by Company employees, to make jobs more rewarding, to assure healthy and safe working conditions, and to profitably grow the Company and build the Union. Quality initiatives are not intended to create a stressful work environment; therefore, there shall be no involvement of bargaining unit members in the disciplining of their co-workers. Quality initiatives shall not become substitutes for the collective bargaining process and subjects normally reserved for contract negotiations shall not be "negotiated" as part of quality initiatives. The Union represents the bargaining unit members in quality initiatives.

Quality initiatives shall not lead to layoffs, downgrades, forced transfers, subcontracting, or transferring work outside of the bargaining unit.

It is recognized that bargaining unit members are responsible, trustworthy and capable of making contributions in all aspects of quality initiatives. Therefore, Union members shall be part of all quality-related teams affecting the CWA bargaining unit, and the Union shall share an equal role with management. The Union may identify specific issues it wishes to address as quality initiatives. All decisions regarding such initiatives shall be made by the quality process, with "majority rule" governing the process of those initiatives.

Any member designated by the Union shall participate in every quality-related committee or training session involving the bargaining unit, and shall be permitted to meet separately with the bargaining unit employees as part of any meeting or session related to a quality initiative. Bargaining unit members who serve as trainers in any quality-related process shall be selected by the Union's quality committee; once selected, a trainer shall be granted one day off, with pay, for the Union's orientation. A bargaining unit member selected by the Union and paid for by the Company will serve as a full-time resource for Union representatives.

The parties also agree that the membership of all quality committees and the results of quality initiatives shall be compiled on a monthly basis for the use of both the Company and the Union. This information shall be reviewed in a joint Union-Company meeting every other month.

This Agreement shall terminate on January 31, 1996, unless extended by mutual agreement of the parties, and its terms and application shall be subject to the grievance and arbitration procedures.

2 For the purpose of this agreement, Company quality initiatives include Teaming for the Customer, Self-Managed Teams, Quality Systems Seminars, Quality Improvement Teams, Vision Quest and any and all other efforts by the Company to involve bargaining unit members in a program, process or initiative to improve service quality.

Nothing in this Agreement shall preclude the Company from performing its primary responsibility of managing the business.

FRONTIER TELEPHONE OF
ROCHESTER

COMMUNICATIONS WORKERS
OF AMERICA

By: J. Loughlin
P. Preston
G. Noyes

By: R. Flavin
L. McGrath
J. Pusloskie
D. Stratton
J. Hayes

Dated: December 14, 1998

LETTER OF INTENT

Wage Security

Employees affected by quality initiatives or negotiated flexibility provisions, will not suffer any loss in their basic weekly wage rate or benefits during the life of this Agreement.

For economic purposes, force reduction may be implemented by the Company consistent with Articles 11 of the Collective Bargaining Agreement.

FRONTIER TELEPHONE OF
ROCHESTER

By: J. Loughlin
P. Preston
G. Noyes

COMMUNICATIONS WORKERS
OF AMERICA

By: R. Flavin
L. McGrath
J. Pusloskie
D. Stratton
J. Hayes

December 14, 1998

LETTER OF INTENT

Contract Work and New & Evolving Technologies

General Principles

It is the policy of Frontier Telephone of Rochester to use its own employees as much as possible in the performance of bargaining unit work, consistent with such considerations as efficiency, economy, quality, and time requirements, as well as with regard for the affected employees. It is understood that work presently and regularly done by Frontier Telephone of Rochester employees will not be contracted out if the affected department is currently equipped to perform such work at a reasonably competitive cost and within the allotted time.

The Company subscribes to the principle of bargaining unit work for bargaining unit employees, consistent with the considerations set forth in the preceding paragraph. Furthermore, the Company remains fully committed to utilize all employees in order to insure that their skill levels remain current with technology and methods.

Outside Construction Work

The Company stated that it is not its intent to reduce the number of employees in the construction department, specifically the work of Line/Splicer and Cable Splicer classifications through normal attrition or other means for the sole purpose of subcontracting out work that has been performed by the bargaining unit.

Central Office Installation Work

The Company will furnish to the Union monthly a list of all installations, additions, or modifications of Central Office systems contracted to electrical contractors or other contractors.

Joint Contract Work Committee

On a go forward basis, the Company and the Union agree to form a joint committee consisting of equal representation, to review and analyze future decisions to contract work in the Plant Department. The purpose of this committee is to find ways in which the levels of contracting can be reduced within Frontier Telephone of Rochester. The goal is for Company employees to do more work in a more productive and efficient manner than that performed by contractors.

The purpose of this joint contracting committee shall be to analyze issues related to contracting brought to the committee by either the Union or the Company, and to seek solutions to the issues or possible alternatives to contracting. The Company will provide all necessary information needed by the joint committee to carry out its purpose.

Effective July 1, 1999 a process will be established whereby information relative to:

- A. Existing contract initiatives expiring on or after 10/1/99 will be made available to the committee 90 days prior to the contracts expiration.

- B. ***New Contracting Initiatives:*** New contract work and new technology contract initiatives contemplated shall be referred to the committee at least 60 days in advance of the planned initiative. The parties recognize that in certain situations, 60 days' notice may prevent the Company from addressing emergency needs or meeting customer deadlines or may result in the loss of available budget monies; in such cases, the Company will notify the Union of the situation, but may proceed with the use of contractors without having to satisfy the 60 day notice requirement. The Contract Work Committee may still evaluate the contracting while the work is taking place or after it is completed.
- C. The parties recognize that some procurement or vendor contracts do not have an expected expiration date. Consistent with the Contract Work Committee's practice of evaluating overall subcontracting initiatives (vs. individual contracts), the company and the union will agree to annually establish a schedule to review the types of work where subcontracting is anticipated. The company agrees to provide the union a list of those types of work where subcontracting is anticipated.

The committee will have the opportunity to review and analyze issues.

When evaluating contracting issues brought before it, the committee shall be guided by the goal of improving customer service and efficiency. In evaluating the decision to contract work, the committee shall consider the following:

1. The duration of the work to be performed.
2. The availability of qualified employees.
3. Whether bargaining unit employees, if not qualified, can acquire the necessary skills needed in a cost efficient manner within the time frame necessary to complete the project.
4. Whether the Company would be required to incur an extraordinary expense they would not ordinarily incur to purchase equipment and train employees on that equipment, and whether this expense would then make the project non-competitive.
5. Whether there was an emergency situation, such as a blizzard, and bargaining unit members working overtime cannot complete the work within a reasonable time in order to provide good customer service.
6. Employees classified as Line/Splicer Technicians or Cable Splicers assigned to Construction, shall receive the opportunity of ten (10) hours of overtime per week when work which is regularly and presently performed by their respective classification is being contracted out. Further, when the Company uses Type 1 hourly contractors to perform work which is regularly and presently performed by Line/Splice Technicians or Cable Splicers assigned to Construction, they shall receive the opportunity for a minimum of ten (10) hours of overtime per week, plus any other overtime hours assigned to and worked by the Type 1 hourly contractors.

If, within a reasonable period of time (normally not to exceed the 60 day notification period specified above), a practical alternative is not submitted, the Company will implement its decision to contract work in the interest of efficient customer service.

The Company agrees to keep A-Plus work that is a local product in the bargaining unit. At the conclusion of the ADSL trial, should the Company decide to employ that switch, bargaining unit employees will perform the switch work.

New & Evolving Technologies

The Company remains committed to providing opportunities for bargaining unit employees to work on evolving technologies in the industry such as Voice over Internet Protocol (VoIP), WiFi, and other wireless data technologies. As new or evolving technologies are deployed by the Company, the Company and Union will **meet to** discuss the role employees can and should have in the deployment of these technologies. During the second or third quarter of 2011, the Company and Union will meet to discuss the deployment of wireless technologies in the Rochester area and the build out of the fiber network. Nothing contained in the foregoing paragraph is intended to establish whether or not the CWA 1170 bargaining unit has exclusive jurisdiction over any of the work described herein.

The Union may exercise its right to grieve and arbitrate a claimed breach of this letter.

FRONTIER TELEPHONE OF
ROCHESTER, INC.

COMMUNICATIONS WORKERS
OF AMERICA

For the Company:

For the Union:

Robert J. Costagliola

John Pusloskie

Dated: June 15, 2011

LETTER OF INTENT

Contract Work - II

In order to settle Case 3-CA-20660 before the National Labor Relations Board ("NLRB"), Frontier Telephone of Rochester, Inc. (the "Company") and Local 1170 of the Communications Workers of America (the "Union") agree as follows:

1. The Company shall provide the information requested and described in the letter of March 25, 1998 from Robert J. Flavin to Daniel J. Farberman attached as Exhibit A.

March 25, 1998

Mr. Daniel J. Farberman
Director, Labor Relations
Frontier Telephone Corporation
180 South Clinton Avenue
Rochester, NY 14646

Subject: National Labor Relations Board
Case – 3CA-20660

In order to settle the unfair labor practice charge presently pending before the Board, the Union requires the information necessary to enforce the parties' Letters of Intent regarding the contracting out of work. Specifically, the following information must be provided:

For the period beginning July 1, 1996 to the present, and then provided on a regular, ongoing basis.

Type I: Contractors in Construction.

- a. Each individual who has done construction line and/or splicer work and the name if the individual's employer if the individual is not self-employed; the specific work by description and location of each individual was hired to complete; the dates on which the work was started and completed; the hourly rate charged to Frontier by each individual for the work done; any additional charges for equipment, tools, trucks usage or other materials; the total cost of the work completed; a copy of the invoice or accepted bid reflecting the cost to Frontier of the work; whether any special skills or equipment provided by the individual or his employer was required to complete the work the Frontier supervisor, if any, responsible for scheduling the particular work; and the Frontier supervisor, if any, responsible for supervising the work and/or confirming that the work was satisfactorily completed.

Type II: Subway Construction.

- a. Each individual who has done subway construction work and the name of the individual's employer if the individual is not self-employed*, the specific work by description and location each individual was hired to complete**; the dates on which the work was started and completed; the hourly rate charged to Frontier by each individual for the work done; any additional charges for equipment, tools, trucks usage or other materials; the total cost of the work completed; a copy of the invoice or accepted bid reflecting the cost to Frontier of the work; whether any special skills or equipment provided by the individual or his employer was required to complete the work; the Frontier supervisor, if any, responsible for scheduling the particular work; and the Frontier supervisor, if any, responsible for supervising the work and/or confirming that the work was satisfactorily completed.

This information should be provided in a manner to permit the Union to verify the data and to assess the reasonableness of the cost for the work completed by the individual contractor.

*In the past, Frontier used Rochester Utility Contractors for emergency crews and manhole cleaning, KBH Construction Company, Inc. for frames & covers, test pits and restoration, and White Knight Communications for conduit installation, road pushes and bores. In providing the subway construction data, please designate which of these particular companies are engaged for each particular job. If other companies have been hired, please provide their names and addresses.

**Each subway construction job, in addition to a specific description of the work completed, should also be categorized as frames and covers, test pits, restoration, emergency crews, manhole cleaning, conduit installation, road pushes and bores, or other.

Type III: Project Contractors:

We have been advised that this category of contracting constitutes construction work (line and splice) for a specifically designated customer-driven project with specific time completion requirements.

On August 7, 1997, the Company advised the Union that the following seven (7) projects were in various stages of completion; Kodak Man Network Project (Syracuse Utilities contractor); Project #6600 Stone-Plymouth (Henkles-McCoy contractor); Project #5798 East & Park – DLC (Syracuse Utilities contractor); Project #5006 Pixley Road (Syracuse Utilities contractor); Project #6592 Greater Rochester Health Services (Phase 1) (Norton-Merchants) (Henkles-McCoy contractor); Project #6620 Greater Rochester Health Services (Phase 1) (Portland-Norton) (Henkles-McCoy contractor); and Project #6694 Greater Rochester Health Services (Phase 1) (Red Creek – Highland and Calkins) (Henkles-McCoy contractor).

With respect to each of these seven (7) projects, and any other project that has been undertaken started, or contracted for, since August 6, 1997, please provide the following information:

- a. the specific project by description and location; the dates on which the project was started, completed or scheduled to be completed; the hourly rate charged to Frontier for the work done on the project; any additional charges for equipment, tools, trucks usage or other materials; the total cost of the work completed; a copy of the invoice or accepted bid reflecting the cost to Frontier of the work; whether any special skills or equipment provided by the contractor was required to complete the project; the Frontier supervisor, if any, responsible for scheduling the particular project; and the Frontier supervisor, if any, responsible for supervising the project and/or confirming that the work was satisfactorily completed.

Type IV: Other Contracting.

This information request seeks data regarding all contracting that may be covered by the Letters of Intent in the collective bargaining unit. Therefore, please provide the following information regarding any contracting (including in the garages) that is not covered in Types I, II and III above.

- a. Each individual who has done any contracted work and the name of the individual's employer if the individual is not self-employed; the specific work by description and location each individual was hired to complete; the dates on which the work was started and completed; the hourly rate charged to Frontier by each individual for the work done; any additional charges for equipment, tools, trucks usage or other materials; the total cost of the work completed; a copy of the invoice or accepted bid reflecting the cost to Frontier of the work; whether any special skills or equipment provided by the individual or his employer was required to complete the work; the Frontier supervisor, if any, responsible for scheduling the particular work; and the Frontier supervisor, if any, responsible for supervising the work and/or confirming that the work was satisfactorily completed.

For each of the "Types" of contracting outlined above, the Union is seeking the cost per individual. If a project or job is contracted by Frontier for a crew of individuals and it is impossible to calculate the cost per individual, please include in the above information the cost and size of the crew that was contracted.

If you have any questions regarding this information request, please let me know.

Robert J. Flavin, President
Local 1170, C.W.A.

cc: E. Gallant

2. The Company and the Union shall meet within two weeks and then on an ongoing basis to establish and then follow a process whereby the Union shall receive in a timely manner the information set forth in Exhibit A. While the Company shall attempt to provide all of the requested information retroactive to July 1, 1996, it is understood that some of that information may not be available or may not be able to be reconstructed in a form to satisfy each element of the information request. In those cases, the Company shall provide invoices, timesheets and other available documents in order to come as close as possible to providing the requested information. It is also understood that on a going forward basis, the Company shall maintain records so that the information described in Exhibit A can be provided to the Union.
3. The Union agrees that the information provided pursuant to Exhibit A shall be used only for the purpose of enforcing the collective bargaining agreement. Billing, cost and other financial information shall be confidential and shall be limited to the members of the Executive Board of the Union and to no more than three members of the Union designated to administer this agreement.
4. Any failure to comply with this agreement, of any disagreement over the terms of this agreement, including but not limited to a dispute over whether the information provided conforms with the requirements of Exhibit A, shall be resolved by either Arbitrator Howard Forster or Arbitrator Robert Rabin, one of whom shall hear and resolve the dispute within two weeks of a request to arbitrate. The arbitrator first available to hear the dispute shall be selected. There shall be no briefs in the arbitration and the arbitrator shall decide the dispute within

three (3) days of the hearing based upon the evidence and the terms of Exhibit A. The arbitrator need only provide a letter decision which may be enforced by either party in a court of appropriate jurisdiction.

5. This agreement shall be incorporated into the parties' collective bargaining agreement.
6. The Union agrees to withdraw NLRB Case No.3-CA-20660 with prejudice.

This agreement does not constitute an admission of any unlawful conduct on the part of the Company.

FRONTIER TELEPHONE OF
ROCHESTER

COMMUNICATIONS WORKERS
OF AMERICA

By: D. Gutstein
D. Farberman

By: R. Flavin
E. Gallant

Dated: June 8, 1998

LETTER OF INTENT

Wages, Starting Rates

Mr. Robert J. Flavin
President, Local 1170
Communications Workers of America

Dear Mr. Flavin:

During Collective Bargaining Negotiations conducted during January 1972, the Company agreed to provide the Union with the starting wage rates of all employees engaged into the bargaining unit when the employee's rate is greater than the minimum starting rate. In addition, the Company agrees to notify the Union when employees receive accelerated increases.

Such information shall be provided consistent with the present practice of informing the Union of payroll information regarding bargaining unit employees and will be incorporated into that report furnished bi-weekly to the Union.

FRONTIER TELEPHONE OF
ROCHESTER

By: J. Loughlin
P. Preston
G. Noyes

COMMUNICATIONS WORKERS
OF AMERICA

By: R. Flavin
L. McGrath
J. Pusloskie
D. Stratton
J. Hayes

Dated: December 14, 1998

LETTER OF INTENT

Scheduling, Days off

Mr. Robert J. Flavin
President, Local 1170
Communications Workers of America

Dear Mr. Flavin:

During Collective Bargaining Negotiations ending in July of 1961, the Union and the Company agreed that the scheduling of days off for Plant Department employees will continue in accordance with practices now in effect for so long as service requirements permit.

We further agreed that if the management of the Company feels that service requirements necessitate a change in such scheduling practices now in effect, the Company will notify the Union, and the Company and Union will mutually discuss such a change. Any change in the present practice of scheduling days off will be a result of such discussions and agreements between the Union and the Company.

FRONTIER TELEPHONE OF
ROCHESTER

By: J. Loughlin
P. Preston
G. Noyes

COMMUNICATIONS WORKERS
OF AMERICA

By: R. Flavin
L. McGrath
J. Pusloskie
D. Stratton
J. Hayes

Dated: December 14, 1998

LETTER OF INTENT

Work Assigned to Bargaining Unit

Mr. Robert J. Flavin
President, Local 1170
Communications Workers of America

Dear Mr. Flavin:

During Collective Bargaining Negotiations ending date in July 1961, the Company stated and gave assurance that the Company subscribed to the principle that, insofar as service requirements permit, work assigned to and regularly performed by employees of the Bargaining Unit, would not be performed by other employees of the Corporation.

FRONTIER TELEPHONE OF
ROCHESTER

COMMUNICATIONS WORKERS
OF AMERICA

By: J. Loughlin
P. Preston
G. Noyes

By: R. Flavin
L. McGrath
J. Pusloskie
D. Stratton
J. Hayes

Dated: December 14, 1998

LETTER OF INTENT

Pensions, Disability, Death Benefits

Mr. Robert J. Flavin
President, Local 1170
Communications Workers of America

Dear Mr. Flavin:

During Collective Bargaining Negotiations conducted in November of 1992, the Company and the Union agreed to implement changes in the Plan for Employee's Pensions, Disability Benefits and Death Benefits for only employees of the Company who are represented for bargaining purposes by the Communications Workers of America. For employees who retire after date of ratification, a banding structure will be utilized in calculating an employee's pension benefit. Effective January 1, 1995 each pension band will be increased by \$1.00.

This pension benefit will be based on the employee's length of service with the Company and the pension band assigned to the employee's occupational classification. The dollar amount for the appropriate pension band, according to the time of retirement during the contract period, is multiplied by the employee's years and months of service. When multiplied further by 12, the calculated monthly total results in the annual pension benefit amount (see Attachment 1 for band and associated dollar amounts).

FRONTIER TELEPHONE OF
ROCHESTER

By: J. Loughlin
P. Preston
G. Noyes

COMMUNICATIONS WORKERS
OF AMERICA

By: R. Flavin
L. McGrath
J. Pusloskie
D. Stratton
J. Hayes

Dated: December 14, 1998

Attachment 1
Pension Bands

Classification	Band	Current Band Value	Band Value with 20%	* Band Value with an Additional 5%
Table 1	1	\$46.00	\$55.20	\$57.96
Table 2	2	\$45.10	\$54.12	\$56.83
Shop Technician	3	\$44.43	\$53.32	\$55.99
Facility Coordinator	4	\$43.53	\$52.24	\$54.86
Garage Mechanic	5	\$42.62	\$51.14	\$53.70
Senior Frame Technician	5	\$42.62	\$51.14	\$53.70
Equipment Mechanic	6	\$42.17	\$50.60	\$53.13
Building Maintenance Mechanic	7	\$40.83	\$49.00	\$51.45
Supplies Coordinator	8	\$40.60	\$48.72	\$51.16
Frame Technician	9	\$40.15	\$48.18	\$50.59
Line & Cable Const. Recorder	9	\$40.15	\$48.18	\$50.59
Cable Chauffeur Special	10	\$39.70	\$47.64	\$50.03
Installer	10	\$39.70	\$47.64	\$50.03
Utility Coordinator	10	\$39.70	\$47.64	\$50.03
Property Damage Coordinator	10	\$39.70	\$47.64	\$50.03
Right-Of-Way Coordinator	10	\$39.70	\$47.64	\$50.03
Yard Attendant	11	\$37.67	\$45.70	\$47.46
Utility Worker	12	\$37.00	\$44.40	\$46.62
Storeroom Attendant	13	\$36.77	\$44.12	\$46.33
Chauffeur	14	\$36.10	\$43.32	\$45.49
Cable Chauffeur Helper	15	\$35.50	\$42.60	\$44.73
PBX Service Bureau Clerk	16	\$35.00	\$42.00	\$44.10
Sr. Repair Service Clerk	17	\$34.25	\$41.10	\$43.16
Shop Attendant	18	\$34.00	\$40.80	\$42.84
Level IV Clerk	18	\$34.00	\$40.80	\$42.84
Repair Service Clerk	19	\$33.70	\$40.44	\$42.47
Apparatus Cleaner	20	\$33.00	\$39.60	\$41.58
Garage Attendant	20	\$33.00	\$39.60	\$41.58
Building Service Attendant	20	\$33.00	\$39.60	\$41.58
Level III Clerk	21	\$30.92	\$37.10	\$38.96
Level II Clerk	22	\$30.25	\$36.30	\$38.12
Level I Clerk	23	\$25.07	\$30.08	\$31.58

The pension benefit will be based on the employee's length of service with the Company and the pension band assigned to the employee's occupational classification *at the time he terminates his employment (voluntarily or involuntarily) as of December 31, 1996, whichever is earlier*. The dollar amount for the appropriate band, according to the time of retirement during the contract period, is multiplied by the employee's years and months of service. When multiplied further by 12, the calculated monthly total results in the annual pension benefit amount.

* The Company agrees to provide an additional 5% increase to the currently frozen pension bands for all current employees who retire after April 29, 1997 who have a net credited service date prior to December 31, 1995.

MEMORANDUM OF AGREEMENT

Tuition Reimbursement

Mr. Robert J. Flavin, President, Local 1170
Communications Workers of America
1451 Lake Avenue
Rochester, NY 14615

Dear Mr. Flavin:

The Company will provide the benefits consistent with Frontier's Qualified Educational Program and the Non-Qualified Educational Program to regular full time and part time employees.

The Company agrees if enhancements to Frontier's Qualified Educational Program and the Non-Qualified Education Program are made for any employees of Frontier Telephone of Rochester, they will be extended to the bargaining unit

FRONTIER TELEPHONE OF
ROCHESTER

By: J. Loughlin
P. Preston
G. Noyes

COMMUNICATIONS WORKERS
OF AMERICA

By: R. Flavin
L. McGrath
J. Pusloskie
D. Stratton
J. Hayes

Dated: December 14, 1998

LETTER OF INTENT

Flexible Work Schedules

Mr. Robert J. Flavin, President - Local 1170
Communications Workers of America
1451 Lake Avenue
Rochester, NY 14615

Dear Mr. Flavin:

During Collective Bargaining Negotiations conducted in November 1992, the Company and the Union discussed the concept of flexible work schedules.

The parties agree to allow throughout the life of this Agreement, non-traditional work schedules within specific individual work groups for which terms and conditions have been mutually agreed upon by both the Company and the Union. Specific details associated with the non-traditional schedules will be documented and reflected in written agreements signed by the President of Local 1170 or designated representative and a representative of the Labor Relations Office.

FRONTIER TELEPHONE OF
ROCHESTER, INC.

By: J. Loughlin
P. Preston
G. Noyes

COMMUNICATIONS WORKERS
OF AMERICA

By: R. Flavin
L. McGrath
J. Pusloskie
D. Stratton
J. Hayes

Dated: December 14, 1998

LETTER OF INTENT

Sales Referral Incentive Program - Take The Lead & Employee Recognition Program

Ms. Linda McGrath, President
Local 1170
Communications Workers of America
1451 Lake Avenue
Rochester, New York 14615

Re: Sales Referral Incentive Program - Take The Lead and Employee Recognition Programs

During the 2011 collective bargaining between the parties the current sales referral incentive program was discussed between the parties, and the parties agreed to the following:

1. The Company and Local 1170 of the Communications Workers of America (hereafter referred to as the Union) agree to the following sales referral incentive program as an ongoing joint effort to increase the sales of the company's products and services and allow employees to share in this sale through incentives.
2. The Sales Referral Incentives Program shall include products and services covered by the Take the Lead Program. Employees who make a sales referral that results in a sale shall receive a cash payment as provided for in the Take the Lead Program. This award shall be taxable income to the employee.
3. The Company shall notify the employee if his/her sales referral results in a sale, and at the time of the sale notification the employee will be advised of the award value of the sale.
4. The Company will provide the Union a monthly report detailing sales referrals made within the Program.
5. The Union agrees to assist the Company in its efforts in promoting the Sales Referral Incentive Program within the bargaining unit.
6. The parties agree that the company may conduct special incentive programs designed to stimulate sales activity of specific products, features or services beyond the normal scope of the sales incentive referral program. Bargaining Unit Employees who elect to make sales referrals that result in sales during these special incentive periods, shall receive the additional awards, for example: trips, products, discounts, direct cash payments, etc. as detailed in these special promotions.
7. The parties agree that every employee is expected to participate in sales and sales referral activities during working hours and may be required to do so.
8. The Company and the Union agree to establish an Employee Bonus Plan. To become eligible for a bonus, employees represented by the CWA Local 1170 must generate the following additional annualized revenue through employee sales between January 1st and December 15th in each year:

Bonus Plan	Gross Payout
Sales in excess of \$300,000	.5% of payroll
Sales in excess of \$650,000	.75% of payroll
Sales in excess of \$1,000,000	1.15% of payroll
Sales in excess of \$1,500,000	1.5% of payroll
Sales in excess of \$2,000,000	2.0% of payroll
Sales in excess of \$2,500,000	2.5% of payroll

Participation Level

Should the goal of additional annualized revenue be achieved, employees will qualify for a bonus payment based on the percentage in the above chart of the base payroll that is in effect as of December 15 of the current calendar year. The percent of actual payout (if any) available to the bargaining unit as a whole will be based on the overall participation level of the bargaining unit in the Take the Lead (“TTL”) Program, as set forth below. An employee will be credited with participating if he or she submits at least one TTL Lead between January 1 and December 15 of a calendar year. The bonus will be distributed equally among each active employee on the payroll as of December 15 and will be payable before year end in a lump sum subject to tax.

Participation	Actual Payout
Under 40% Participation	No Payout
40% Participation	75% of the Payout
50% Participation	80% of the Payout
60% Participation	85% of the Payout
70% Participation	90% of the Payout
80% Participation	95% of the Payout
90% Participation	100% of the Payout
100% Participation	105% of the Payout

Individual Employee Payout Levels

Beginning on June 14, 2013, the percent of the total payout that an eligible individual employee will receive will be taken into account the number of successful TTL Leads generated by that employee between January 1 and December 15 of the same calendar year. No later than February 1, 2013, the Company and Union will commence joint meetings to establish appropriate accelerators. In the event they are unable to agree on the accelerators, the parties agree to binding mediation to achieve the goal.

9. This program shall continue in full force and effect for the life of this agreement and may not be discontinued by either party without mutual written consent.
10. Employees may voluntarily elect to participate in and accept rewards offered by the Company’s employee rewards and recognition programs, such as the current Frontier's Rewards and Recognition Program.

For the Company:

For the Union:

Robert J. Costagliola

John Pusloskie

Dated: June 15, 2011

LETTER OF INTENT

Company Generated Payroll Errors

Mr. Robert J. Flavin, President Local 1170
Communications Workers of America
1451 Lake Avenue
Rochester, New York 14615

Dear Bob:

During Collective Bargaining Negotiations conducted during the Fall of 1998, the Company agreed to tax special checks, caused by a Company generated payroll error, at the employees W4 tax rate on file. If the employee is the cause of the payroll error and a special check is requested, it will be taxed at the supplemental tax rate.

It was further agreed, that all other out-of-cycle checks, i.e. bonus, grievance awards, etc. will continue to be taxed at the supplemental tax rate.

FRONTIER TELEPHONE OF
ROCHESTER

By: J. Loughlin
P. Preston
G. Noyes

COMMUNICATIONS WORKERS
OF AMERICA

By: R. Flavin
L. McGrath
J. Pusloskie
D. Stratton
J. Hayes

Dated: December 14, 1998

LETTER OF INTENT

Tel Center Repair and Installation

Mr. Robert J. Flavin, President - Local 1170
Communications Workers of America
1451 Lake Avenue
Rochester, New York 14615

Dear Mr. Flavin:

During Collective Bargaining Negotiations conducted in November 1992, the company agreed that employees represented by the Communications Workers of America will be responsible for the installation and repair of telephone equipment for the Rochester Telephone Business Unit at Rochester Tel Center in those cases when it is determined that their level of expertise is required. This agreement will remain in effect for the life of the current collective bargaining agreement.

FRONTIER TELEPHONE OF
ROCHESTER

By: J. Loughlin
P. Preston
G. Noyes

COMMUNICATIONS WORKERS
OF AMERICA

By: R. Flavin
L. McGrath
J. Pusloskie
D. Stratton
J. Hayes

Dated: December 14, 1998

**2007 Negotiations
Frontier of Rochester & CWA 1170**

March 5, 2007

The Company agrees to place the “Partnership for Progress Agreement” dated June 3, 1999 into the 2007 collective bargaining agreement. The Company’s willingness to do so is undertaken without prejudice to its position on any issue arising as to the applicability of the PFP to any given situation or entity, and what provisions may or may not be in effect.

PARTNERSHIP FOR PROGRESS AGREEMENT

This Agreement between the Communications Workers of America, AFL-CIO (“CWA” or “Union”) and Rochester Telephone Corporation on behalf of itself and its affected subsidiaries (“RTC” or “Company”) is entered into by both parties in recognition of the common challenges we face and mutual interests we have in the rapidly changing telecommunications industry. The Agreement represents recognition by RTC and CWA that we will both succeed in this era of change by forging a partnership that recognizes the critical role of union-represented employees in a competitive industry.

Specifically, the parties set forth in this Agreement a Partnership for Progress that spells out the commitments we make to each other in the years ahead:

- The Company explicitly agrees to a series of principles that insure CWA a full, fair share of the growth opportunities in this dynamic industry.
- The Union agrees to support regulatory and corporate structure changes that set in place a framework to make this success possible, including support for RTC’s Proposed Restructuring Plan (“Open Market Plan”) now pending before the Public Service Commission (“PSC”) in Case 93-C-0103.
- Together, CWA and RTC will deliver to New York consumers the finest telecommunications services available in the industry, at competitive prices and with premier financial returns to RTC Share Owners.

We pledge to each other the resources of our respective organizations to fulfill the commitments of this Agreement.

ARTICLE I. Employment Security

RTC agrees that no layoffs of employees covered by a collective bargaining agreement between RTC and CWA in New York State shall directly result from implementation of the Open Market Plan. This provision does not cover force reductions that may result from factors that are independent of the Open Market Plan or the associated corporate restructuring.

ARTICLE II. Successorship

The parties agree that all successors as that term is construed under the National Labor Relations Act (“NLRA”) to the new wholesale network company (“R-Net”) shall be bound by the terms and conditions of the collective bargaining agreement between RTC and CWA, or, if in effect, the agreement between R-Net and CWA. RTC agrees to require any successor to any operation of R-Net covered by a CWA collective bargaining agreement to accept the terms of that agreement by written notice. A copy of such notice shall be provided to CWA at least thirty (30) days prior to the effective date of any sale, transfer or assignment.

ARTICLE III. New Start-Up RTC Operations

After implementation and establishment of the companies authorized under the Open Market Plan as approved by the PSC, RTC agrees that during a period of organization and commencement of operations of any new, additional telecommunications-related operation, business, company, joint venture or partnership doing business in New York State started up by RTC in which RTC has controlling stock or equity interest and over which RTC has actual management control, including all operations, businesses and companies that engage in telephone services, information services, cable television, computer services, electronic publishing, telecomputing, video, cellular or wireless communications, (“Start-Up Company”), a majority of the full initial complement of non-management job openings of such Start-Up Company shall be filled by fully qualified employees from a CWA-represented bargaining unit to insure an experienced CWA work force and CWA shall be recognized as the bargaining agent for all NLRA-covered employees in appropriate bargaining units working in New York State in such Start-Up Company. RTC’s joint venture with New York Cellular Geographic Service Area, Inc., A NYNEX Mobile Communications Company (“NYCGSA”), and the partnership to be formed pursuant to the RTC/NYCGSA Joint Venture Agreement dated March 12, 1993 is expressly excluded from the definition of Start-Up Company. The definition of Start-Up Company also excludes any companies or businesses the stock or assets of which are acquired by RTC as a going business, except where RTC purchases an existing non-union company with the intent to increase the non-management work force with a majority of new employees within one year of purchase.

To insure the success and to minimize the possible disruption of a Start-Up Company, the Start-Up Company and CWA shall negotiate a new collective bargaining agreement, separate from any existing agreement between the CWA and any RTC Company (as defined below) and according to the following bargaining procedures for the first contract which shall be for a term of three years.

- A. If negotiations reach an impasse, either party may request a mediator to effect a voluntary resolution of the impasse.
- B. In the event of a failure to resolve the impasse by mediation, either party may invoke arbitration of the unsettled items for final resolution. The arbitration award on the economic issues in dispute shall be confined to a choice between (a) the last offer of the Start-Up Company on such issues as a single package and (b) CWA's last offer on such issues as a single package; and, on the non-economic issues in dispute, the award shall be confined to a choice between (a) the last offer of the Start-Up Company on each issue in dispute and (b) CWA's last offer on each such issue.
- C. The procedure for arbitration shall be as follows:
- (1) If the parties are unable to agree upon an arbitrator within ten (10) calendar days after receipt by either party of a written notice of intention to invoke arbitration, the parties shall request the American Arbitration Association ("AAA") to furnish an even numbered list of arbitrators for their consideration. If the Start-Up Company and CWA cannot agree upon any arbitrator named in the list within ten (10) calendar days from the date the list is received, they shall request an odd numbered list from the AAA for their consideration. If the Start-Up Company and CWA cannot agree upon any arbitrator from the first and second lists within ten (10) calendar days from the day the second list is received, they shall alternately strike the names of the arbitrators on the combined lists until an arbitrator is selected.
 - (2) Hearings shall commence within thirty (30) days following the designation of an arbitrator. The hearings shall be carried to an expeditious conclusion. The arbitrator shall render his/her decision in writing within thirty (30) days following the closing of the hearing.
 - (3) Prior to the start of the arbitration hearings, the parties shall submit to the arbitrator their final offers in two separate parts: (a) a single package containing all the economic issues in dispute and (b) the individual issues in dispute not included in the economic package, each set forth separately by issues.
 - (4) In the event of a dispute, the arbitrator shall have the power to decide which issues are economic issues. Economic issues include those items which have a direct relation to employee income including wages, salaries, hours in relation to earnings, and other forms of compensation such as paid vacation, paid holidays, health and medical insurance, pensions, and other economic benefits to employees.
 - (5) Throughout the formal arbitration proceedings, the chosen arbitrator may mediate or assist the parties in reaching a mutually agreeable settlement.

- (6) The decision of the arbitrator shall be final and binding upon the parties, and the Company and the Union agree to abide thereby.
- (7) Each party shall bear the expenses of its representatives and witnesses. The compensation and expenses of the arbitrator and any other expenses of such arbitration shall be borne equally by the parties.

ARTICLE IV. Union Representation in Existing RTC Companies

RTC agrees to a position of neutrality and card-check recognition in the event that CWA seeks to represent non-management employees working in New York State not presently represented for collective bargaining in an existing company, joint venture or partnership doing business in New York State in which RTC has controlling stock or equity interest and over which RTC has actual management control. The Anixter-Rotelcom Joint Venture is expressly excluded from the definition of an RTC Company unless and until RTC gains controlling stock or equity interest and actual management control.

A. Neutrality

Neutrality means that RTC shall neither help nor hinder CWA in an organizing campaign, nor shall it comment upon CWA's motives, integrity, character or performance during a campaign conducted at an RTC Company. Also, subject to RTC's obligations under the NLRA or other federal or state statutes governing access to RTC's facilities, RTC shall not provide any support or assistance to any person or group opposed to union organization. Neutrality also means that CWA employees and CWA-represented employees of RTC shall be permitted access to the facilities of the RTC Companies for the purpose of distributing literature and meeting with unrepresented RTC employees.

Distribution of union literature at entrances and exits of buildings of the RTC Companies shall not disrupt access or egress from buildings. Distribution of union literature inside work locations of the RTC Companies shall be limited to meeting rooms granted upon reasonable requests, and to organizing tables in non-work areas during non-work time. CWA shall not disrupt the normal business of the facility. CWA representatives shall also notify appropriate RTC labor relations officials before engaging in the above organizing activity to schedule access to RTC Company work locations and to arrange for organizing tables in non-work areas and meeting rooms.

The CWA agrees to maintain and enforce a policy to insure that neither CWA nor its agents will intentionally or repeatedly misrepresent to employees the facts and circumstances surrounding their employment nor conduct a campaign which comments on the motives, integrity or character of RTC or its representatives.

RTC reserves the right in all situations to respond to employee inquiries related to the issue of CWA representation and to engage in normal communications with employees concerning their employment.

B. Card-Check Recognition

If CWA secures a simple majority of authorization cards subject to verification for a bargaining unit at an RTC Company that would be deemed appropriate by the National Labor Relations Board (“NLRB”), or the parties otherwise agree, then the RTC Company shall recognize the unit without a secret ballot election conducted by the NLRB. The authorization cards must indicate that the employees wish to have CWA as their exclusive bargaining representative. In the event that the RTC Company or CWA requests a card-check verification, the RTC Company agrees to:

- (i) provide business records, including a list of eligible employees of the RTC Company and forms containing original employee signatures, to an arbitrator selected by the parties; and
- (ii) join with CWA in notifying the arbitrator to be available at the RTC Company’s premises for the purpose of conducting said card-check within five (5) business days of receipt of the request for verification.

The arbitrator shall review the authorization cards submitted by CWA against the list of eligible employees and the original signatures provided by the RTC Company and will certify the results.

In the event the arbitrator certifies the results in favor of CWA’s majority status, the RTC Company shall recognize CWA as the exclusive bargaining agent and commence bargaining within fifteen (15) days unless the parties agree otherwise.

Any alleged violations of the Neutrality and Card-Check provisions, as well as any disputes involving employee eligibility, definition of the appropriate unit, etc., shall be resolved by the arbitrator no later than fourteen (14) days after a party’s demand for intervention. The decision of the arbitrator shall be binding. Arbitrators shall be selected pursuant to the rules of the AAA.

The CWA agrees any contract entered into under this Article shall be a new collective bargaining agreement separate and distinct from existing contracts between the CWA and any RTC Company.

ARTICLE V. Affiliation

RTC recognizes that there may be situations where existing unions representing RTC employees may seek affiliation with CWA. RTC agrees that it is in the best interests of all parties that the employees and unions involved be allowed to make this decision without interference. Accordingly, RTC agrees that beginning immediately after formal PSC approval of the Open Market Plan, and before implementation of the Plan and associated corporate restructuring, RTC shall take, maintain and continue to enforce a position of neutrality during any and all affiliation elections.

If affiliation takes place, and after implementation of the Open Market Plan, RTC shall agree to a single, separate bargaining unit and collective bargaining agreement for R-Net, and a single, separate bargaining unit and collective bargaining agreement

for R-Com. Whether or not an affiliation takes place, RTC shall maintain the position that the smallest appropriate unit for R-net is a single bargaining unit and shall support that position, if required, before the NLRB and other interested parties.

ARTICLE VI. Rotelcom

The parties agree that if and when Rotelcom operations in Rochester merge with RTC operations in Rochester, the non-management employees who perform work similar in nature or comparable to the work performed in job titles presently covered by the collective bargaining agreement between RTC and CWA will be covered by that agreement.

ARTICLE VII. Effective Date of Agreement

Articles I through VI of the Agreement are effective upon RTC's implementation of the Open Market Plan and Corporate Restructuring as approved by the PSC except as otherwise set forth in Articles V and VI.

ARTICLE VIII. Enforcement

An alleged violation of this Agreement may be arbitrated pursuant to the rules of the AAA. The parties agree that the decision of the arbitrator shall be final and binding and that the parties shall abide by the decision of the arbitrator. RTC agrees that this Agreement binds RTC, its subsidiaries doing business in New York State, and any successor holding company.

ARTICLE IX. Savings and Separability

In the event that the validity of one or more of the provisions of this Agreement is challenged in a court of law or before the National Labor Relations Board, the Company and CWA shall cooperate and take all necessary steps to defend the validity of the Agreement, including CWA's obligation to demonstrate majority support in any bargaining unit when required by law. If one or more of the provisions of this Agreement is declared void, the parties agree to modify the Agreement, if possible, in a manner consistent with the law and the parties' original intent. If, however, the voided provision cannot be cured, the remainder of the Agreement shall remain in effect unless the party adversely affected chooses to void the entire Agreement.

ARTICLE X. Confidentiality of Agreement

The parties recognize the confidential nature of this Agreement and shall use discretion in disclosing its contents. With respect to official announcements, the parties also agree to jointly discuss and approve the contents and timing of all press releases, press conferences, and the manner in which the terms of the Agreement are communicated to the public.

ARTICLE XI. Term of Agreement

This Agreement shall remain in full force and effect throughout its term and shall only be modified or rescinded by agreement of the parties. The initial term of this Agreement shall be for a period of five (5) years beginning on the date of RTC's implementation of the Open Market Plan and corporate restructuring as approved by the PSC ("Beginning Date"). Within 90 days of the expiration of the initial term, either party may propose to the other amendments to the Agreement which that party believes are then necessary in light of changes in competitive or market conditions occurring since the Beginning Date. The parties shall negotiate such proposed amendments with each other in good faith and shall retain, if necessary, the services of a

mediator to assist them in reaching agreement on such amendments. However, if such negotiations do not result in agreement on such amendments, either party may renew this Agreement for one (1) additional term of six (6) years effective on the expiration date of the initial term.

At the end of the six-year term, the full terms and conditions of this Agreement shall be incorporated into and made a part of the collective bargaining agreement of the largest existing RTC/CWA bargaining unit in New York State, unless the parties otherwise agree. It is the parties intent, notwithstanding the forum in which modifications or changes to this Agreement are negotiated, that the obligations and commitments of the parties shall apply to RTC and all of its affected New York State subsidiaries. Any dispute related to the application of this Article shall be resolved by an arbitrator selected pursuant to the rules of the AAA.

FOR COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO
AND ITS AFFECTED SUBSIDIARIES

FOR ROCHESTER TELEPHONE CORPORATION

Morton Bahr
President
Communications Workers of
American, AFL-CIO

Ronald L. Bittner
Chairman, President and
Chief Executive Officer
Rochester Telephone Corporation

Jan D. Pierce
Vice President, District 1
Communications Workers of
American, AFL-CIO

John K. Purcell
Corporate Vice President –
Planning
Rochester Telephone Corporation

Robert Flavin
President, Local 1170
Communications Workers of
America, AFL-CIO

Jeremiah T. Carr
President – Rochester Operations
Rochester Telephone Corporation

Dated: June 3, 1993

Letter of Intent

Rochester Commercial Customer Support Center (Formerly the “CNOOC”)

The Company and the Union jointly recognize the success of the Rochester Commercial Customer Support Center (formerly the “CNOOC”), its continuing evolution as a Center of Excellence, and its potential for growth in light of the overall growth of the business.

The Company is committed to maintaining the Center in Rochester and to growing the Center based on the Union’s commitment to continue partnering with the Company to address operational flexibility issues so that the Center is positioned to meet all of our customers’ requirements and expectations, and to provide truly superior and cost effective service that consistently pleases our customers and enables the Company to offer superior service against the competition. The parties agree that this joint commitment will continue for the life of the 2015 Agreement.

During the term of the parties’ 2015 Agreement, the Company and Union will meet on a regular and ongoing basis to assure that the objectives set forth in this Letter of Intent are being achieved and advanced.

Dated: July 22, 2015



Robert J. Costagliola
Senior Vice President – Labor Relations
Robert.Costagliola@FTR.com

3 High Ridge Park
Stamford, CT 06905
203-614-5764

Hand-Delivered

June 15, 2011

Mr. John Pusloskie, President
Local 1170, CWA
1451 Lake Avenue
Rochester, NY 14615

Re: Rochester CNOC

Dear John:

During the final stages of 2011 negotiations, the Company was faced with a decision on where in the country to locate a substantial number of CNOC-type jobs to support the conversion of the acquired Verizon systems to the Frontier Legacy systems. This was *not* part of the future growth the Company had in mind when the parties negotiated the Letter of Intent regarding the future of the CNOC.

The ability to reach a tentative agreement today and have it ratified on the first vote will be a true sign that after a set of prolonged negotiations, the Company and Union are ready to partner together to bring additional work and jobs to Rochester.

Accordingly, if the Company and Union are able to reach a final tentative agreement today (June 15) and if the agreement is ratified on the first vote, our present intention is to add jobs to the CNOC, starting with 15 to 20 jobs in the very near future, by December 31, 2011.

Sincerely,

Robert J. Costagliola
Senior Vice President – Labor Relations

Cc: David Palmer, Area Director, CWA
Kathy Slocum, Director – HR



Robert J. Costagliola
Senior Vice President – Labor Relations
Robert.Costagliola@FTR.com

3 High Ridge Park
Stamford, CT 06905
203-614-5764

Hand-Delivered

June 15, 2011

Mr. John Pusloskie, President
Local 1170, CWA
1451 Lake Avenue
Rochester, NY 14615

Re: Construction Work Opportunities outside of Rochester

Dear John:

During the 2011 negotiations, the Company and Union discussed looking for work opportunities for the Rochester Construction workforce outside of the Frontier of Rochester territory. The Company and Union will meet post-bargaining to discuss this subject in further detail and to look for opportunities to utilize the Rochester workforce in other Frontier properties.

Sincerely,

Robert J. Costagliola
Senior Vice President – Labor Relations

Cc: David Palmer, Area Director, CWA
Kathy Slocum, Director – HR

Memorandum of Understanding
New Jobs

Opportunities have been identified to grow jobs in the Rochester market based on the overall growth of the Company and the availability of highly skilled employees in the Rochester region to fill these openings. The following positions will be added to the bargaining unit. These positions will be filled within ten (10) months of ratification.

1. 41 CNOC Positions (Primarily Desk Technicians);
2. 4 Sales and Service Technicians.

If any of the above listed new positions are filled by internal candidates, the vacated positions will be backfilled for the purpose of fulfilling this commitment.

Dated: July 15, 2015

Letter of Intent

Retention of Bargaining Unit Work (Clerical)

The Company and Union recognize that the majority of the work currently performed by the bargaining unit is work that requires a local presence and not work that could be done from locations outside the Rochester market. However, based on concerns presented to the Company by the Union during 2015 bargaining regarding work that might potentially be moved out of the bargaining unit and with the understanding the Company retains all rights, including all those currently provided by this collective bargaining agreement, the following commitment is agreed to:

The Company agrees it will not move work currently performed by bargaining unit employees to locations outside of the bargaining unit in the following job titles and job function (shown in parenthesis below) for the life of this Letter of Intent:

- 1) Communications Coordinator III (Engineering Clerk)
- 2) Communication Clerk (Time Reporting)
- 3) Communication Clerk (Construction Clerk)

It is understood this Letter of Intent covers only the movement of work performed by the job titles and job functions listed above and is not intended to cover the potential movement of an individual employee's job function(s) where the job itself is not moved out of the bargaining unit.

This agreement will become effective the day after ratification and remain in effect through June 13, 2018, at which time this Letter of Intent will expire.

Date: 7/21/15

EMORANDUM OF UNDERSTANDING E-911 On-Call Assignments

This memorandum is agreed to by the Company and the Union and supersedes Article 13, Section 7 with regard to "On-Call" assignments as it specifically relates to the support of E-911 Centers. For E-911 "On Call" assignments only, the parties agree to the following:

A weekly "on-call" rotation will be established for employees qualified to support E-911 Centers. On a weekly rotating basis one (1) employee will be required to be "on-call" and available to respond to all E-911 Centers from 6PM. Friday through 6AM. the following Friday for the purpose of providing any necessary support to the Centers. The employee covering the weekly "on-call" assignment will be paid a two hundred forty five dollar (\$245) weekly "on-call" allowance. With a minimum of twenty-four (24) hours' notice via email to the Plant Service Center and their supervisor. Employees may transfer their weekly "on-call" assignment to another qualified employee in the rotation.

When an employee is required to do E-911 work during his "on-call" assignment, such work time shall be considered as "call-out" time in accordance with Section 6 of Article 13 and shall be paid in addition to the two hundred forty five dollar (\$245) weekly "on-call" allowance.

Employees assigned to "on-call" will be permitted to take the Company issued vehicle home during the "on-call" period.

DATE: 6/16/15

Letter of Understanding

Union Business

The purpose of this letter is to clarify and confirm the Company and the Union's agreement with regard to time off for Union business counting towards weekly overtime build as well as affirming the required procedures for requesting and communication Union Activity Days.

1. With regard to time off for Union Business, the parties agree to the following:

When a bargaining unit employee is on approved time off for Union Business, such time shall count toward the eight (8) hours in a day or forty (40) hours in a week calculation towards overtime.

2. With regard to Union Activity days, the parties agreed to the following:

The Union President will provide notification in writing to Human Resources for the schedule of Union Activity days. Such written notification must be within the timeframe required by the collective bargaining agreement.

Date: 6/16/2015

Letter of Understanding

National Transfer

The purpose of this letter is to confirm the Company and CWA's agreement to meet prior to the end of 2015 to discuss the idea of a National Transfer Agreement for CWA represented employees working at Frontier.

The specifics of the meeting agenda as well as the time, date and location of the meeting will be agreed to by the parties on or before November 21, 2015.

Date: 7/21/2015



Robert J. Costagliola
Senior Vice President – Labor Relations
Robert.Costagliola@FTR.com

3 High Ridge Park
Stamford, CT 06905
203-814-5784

April 7, 2011

Mr. John Pusloskie
President
Communications Workers of America, Local 1170
1451 Lake Road
Rochester, NY 14615

**Re: Company Proposal # 3-B on Article 13, Section 2.3, Special Tour Provisions
for Sales and Service Technicians**

Dear John:

In our current contract negotiations, the Company has proposed changes in Article 13 to the "Special Tour Provisions for Sales and Service Technicians". In our discussions of those proposed changes, the Company has informed the Union that our present intention is to discontinue the use of Sales and Service Technician schedules that include a Sunday tour. While the Company has no current plans to do so, the Company reserves the right to resume the use of Sales and Service Technician schedules that include a Sunday tour; should it plan to do so, the Union will be notified at least fourteen (14) days in advance of the planned resumed scheduling.

Following ratification of the 2011 Agreement (or sooner if the parties agree), the Company will be utilizing Tuesday through Saturday schedules for Sales and Service Technicians. The Company has informed the Union that it will implement this scheduling by assigning no more than twenty percent (20%) of the total Sales and Service Technician workforce assigned to Metro East/West and Suburban East/West on Tuesday through Saturday schedules. If there is a future planned increase in scheduling technicians on Tuesday through Saturday that would add five percent (5%) or more of the Metro East/West and Suburban East/West Sales and Service Technician workforce to the Saturday schedule, the effects of the Company's plans on those technicians will first be discussed with the Union prior to implementation, as agreed to in Section 3 of Article 13.

Sincerely,

Robert J. Costagliola
Senior Vice President – Labor Relations