

MEMORANDUM OF AGREEMENT

between

Frontier Communications Inc. (“Company”)

and

Communications Workers of America (“Union”)

Frontier Communications by its authorized representative on behalf of all of its operating entities with CWA-represented employees (“Company”) and the Communication Workers of America on behalf of all CWA-represented employees covered by a collective bargaining agreement with the Company (“Union”) agree, as follows:

1. The Union acknowledges that the Company has determined it is necessary to apply a vaccine mandate policy to all of its employees, to increase the safety of employees and customers as well as the need to comply with current and anticipated federal, state, local and customer requirements. This vaccine mandate applies to all of its employees including those represented by the Union.
2. By January 4, 2022, all employees of the Company who are represented by the Union (“Employees”) must, as a condition of employment, a) provide satisfactory evidence of vaccination against COVID-19 (2-shots of the Pfizer or Moderna or 1-shot of the J&J vaccine); or b) be approved or pending review for a legally recognized accommodation. The Company will consider extending the deadlines set forth in this Agreement for employees who have lost their proof of vaccination and are making a good faith effort to obtain satisfactory proof of vaccination.
3. Employees who do not comply with Section 2 by January 4, 2022 will enter a 30-day education and engagement period. The Employee Assistance Program (EAP) will be offered as a counseling resource.
4. Employees who do not comply with the requirements in Section 2 above by **[Date to be Determined]** shall be placed on unpaid leave of absence for sixty days. While on this leave, employees are expected to become fully vaccinated during that leave. During this unpaid leave period, health and welfare benefits will be continued during the approved duration of this leave at the same cost the employee would pay as an active employee. Employees will be Direct Billed for the cost of those benefits on a monthly basis and must pay their share of the cost of those benefits by the deadline indicated on the Direct Bill invoice.
 - a. If, during this leave, the Employee submits proof of full vaccination or has been approved for a legally recognized accommodation, the leave will end and the Employee will be returned to work.
 - b. The Company will consider extending the unpaid leave period for employees who are in the process of becoming fully vaccinated, but are not yet fully vaccinated, at the end of the 60-day unpaid leave period.
 - c. Employees who are eligible to return to work before their leave ends (up to 60 days, unless extended by the Company) shall suffer no loss of seniority.
5. Employees who seek an accommodation to this vaccine mandate must submit their request by January 4, 2022 via Frontier’s COVID-19 Vaccination Program website:

<https://home.ftr.com/Interact/Pages/Section/Default.aspx?Section=5103>. Further, such employees must cooperate with the Company in the accommodation process including providing reasonable information related to the request for the accommodation. If an employee's request for an accommodation is denied, the employee will be required to get the vaccine as a condition of employment.

6. An employee who has not been fully vaccinated (or received a Company approved accommodation) by the conclusion of the unpaid leave period (60 days, unless extended by the Company) may be treated as having terminated his or her employment. For clarity purposes, an employee whose accommodation request is pending a Company determination is considered to be compliant with the policy requirements for the period the determination is pending.
7. The Company will notify employees that vaccine availability can be found at [vaccines.gov](https://www.vaccines.gov) .
8. Employees who are unable to get vaccinated during non-work hours will continue to have up to four (4) hours of paid time off available to get their first dose and up to four (4) hours of paid time off available for vaccines requiring a second dose. Absences due to side effects of the COVID-19 vaccine will not be chargeable for attendance administration purposes.
9. Vaccination information and supporting documentation gathered under the Executive Order and Guidance will be kept confidential on secured systems, and access limited to those on a need-to-know basis. This information will only be used to comply with vaccination requirements, administer policy and in other contexts where vaccination status is necessary.
10. The Company will provide regular reports to the Union of the number employees who: 1) are fully vaccinated, 2) have requested an accommodation, and 3) have had their accommodation request approved or denied. The Company may provide additional information to the Union to aid the Union in assisting employees seeking to comply with the requirements set forth above.
11. If an employee is separated from employment at the end of their unpaid leave period, the individual will be treated as "eligible for re-hire" provided she or he can produce satisfactory evidence of being fully vaccinated against COVID-19. Eligibility for re-hire is not a guarantee of re-employment.